

MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Senior Land Resource Coordinator *TED*

THRU: David Still, Executive Director
Joe Flanagan, Director of Land Acquisition and Management *JF*

DATE: March 17, 2010

RE: Acquisition of the Jackson Conservation Easement

RECOMMENDATION

Subject to public comment that may be received, staff recommends approval and execution of Resolution 2010-03 authorizing the Executive Director to exercise an Option to Purchase a conservation easement on the Kevin and Patrice Jackson property and requesting approval from the Secretary of the Department of Environmental Protection for the use of funds from the Florida Forever Trust Fund.

BACKGROUND

In accordance with Section 373.59, F.S., a public hearing is scheduled for April 13, 2010, to take comments on the proposed acquisition of the Jackson Conservation Easement in Lafayette County in the District's Middle Suwannee Conservation Area. A summary of salient facts regarding the project is attached.

The District's current Florida Forever appropriated balance is \$10,030,170. This purchase would leave a fund balance of \$9,730,170 for land acquisition, restoration and water resource development projects.

gal
cc: Charlie Houder
Attachment
Jackson 09-008

**KEVIN AND PATRICE JACKSON CONSERVATION EASEMENT
PUBLIC HEARING SUMMARY
APRIL 13, 2010**

SELLER: Kevin and Patrice Jackson

PARCEL: 150 acres +/-

LOCATION: Lafayette County

WATER RESOURCES: The purchase of the Jackson conservation easement will add an additional 0.4 miles +/- of protected river front on the Suwannee River. This property is about 100% in the 100-year floodplain and over 50% in the regulatory floodway.

INTEREST TO BE ACQUIRED: Conservation Easement.

TITLE ISSUES: Title search and title commitment for this property shows several county road easements.

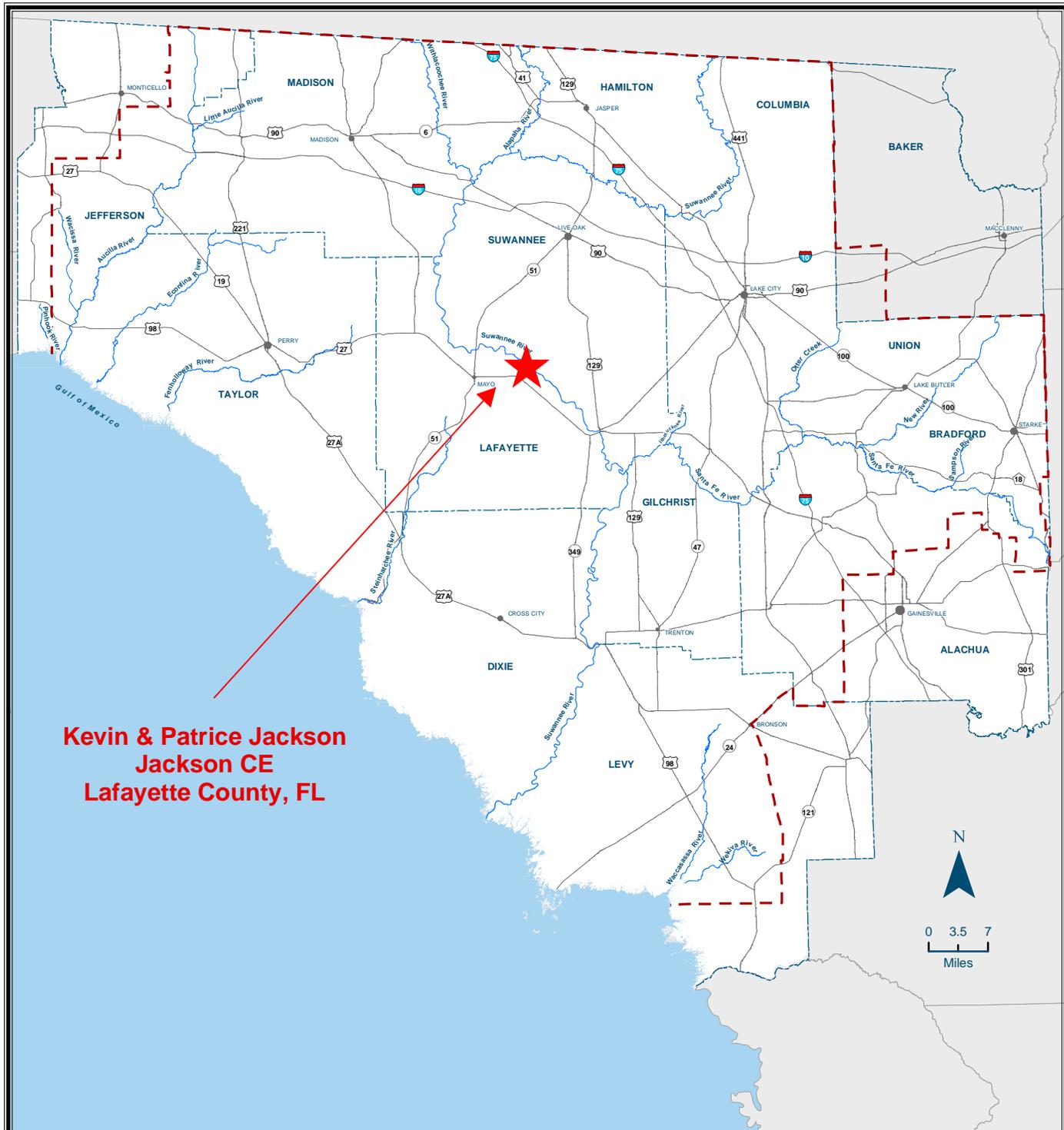
PRICE: \$2,000 per acre. James Miller and Robert Nolan valued the easement at \$3,800 per acre and \$3,500 per acre, respectively. Mr. Miller's fee simple value was \$870,000 (\$5,800/acre) and Mr. Nolan's value was \$900,000 (\$6,000/acre).

ACCESS: This property is accessed by Lafayette County NE Rowan Road.

CLOSING COSTS: Seller will pay for documentary stamps and title insurance. District will pay recording fees, title search fees, survey and environmental audit.

MANAGEMENT: Management of this property will be under an agreement with the Jacksons as owners. Inspection and update of the management plan will be conducted at least an annual basis at a cost of about \$250 per visit.

Jackson 09-008



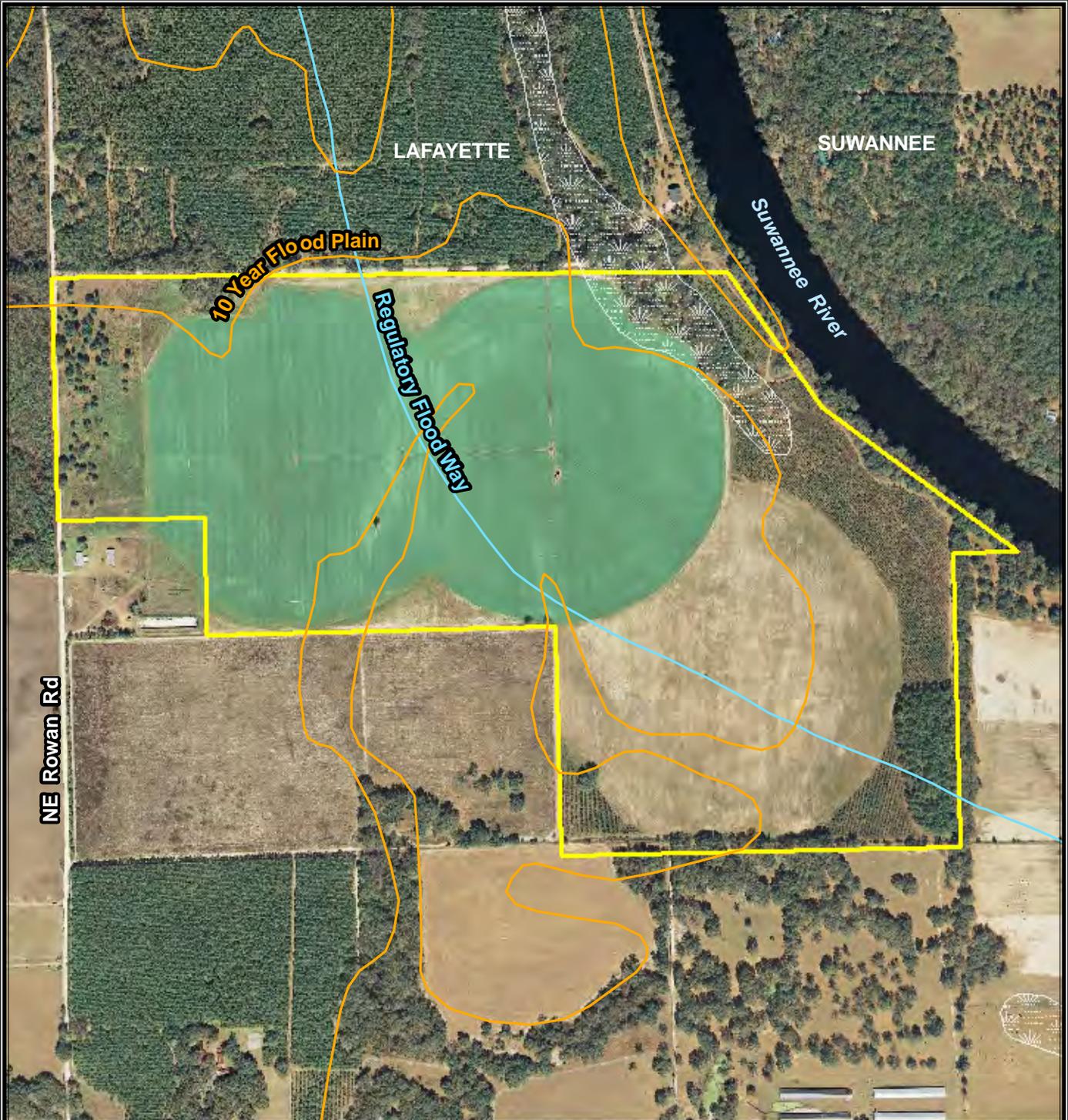
**Kevin & Patrice Jackson
Jackson CE
Lafayette County, FL**

-  SRWMD Boundary
-  Project Location



NOTE: This map was prepared by the Suwannee River Water Management District, Land Acquisition and Management Department, for informational purposes only and does not conform to National Map Accuracy Standards. For more information regarding the data on this map please call SRWMD at 1-386-362-1001 (extension 3140)

02/08/10



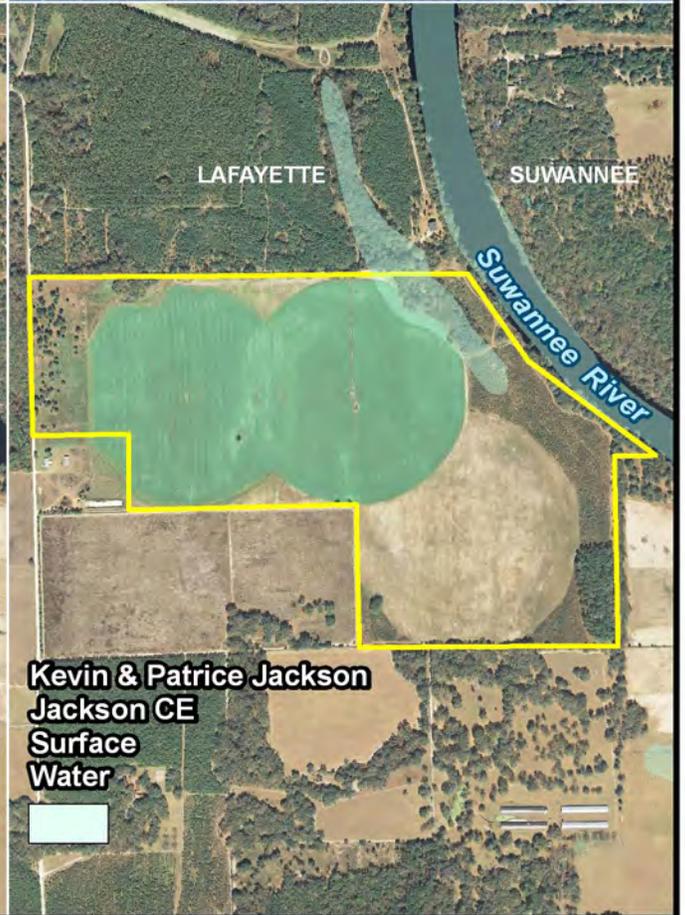
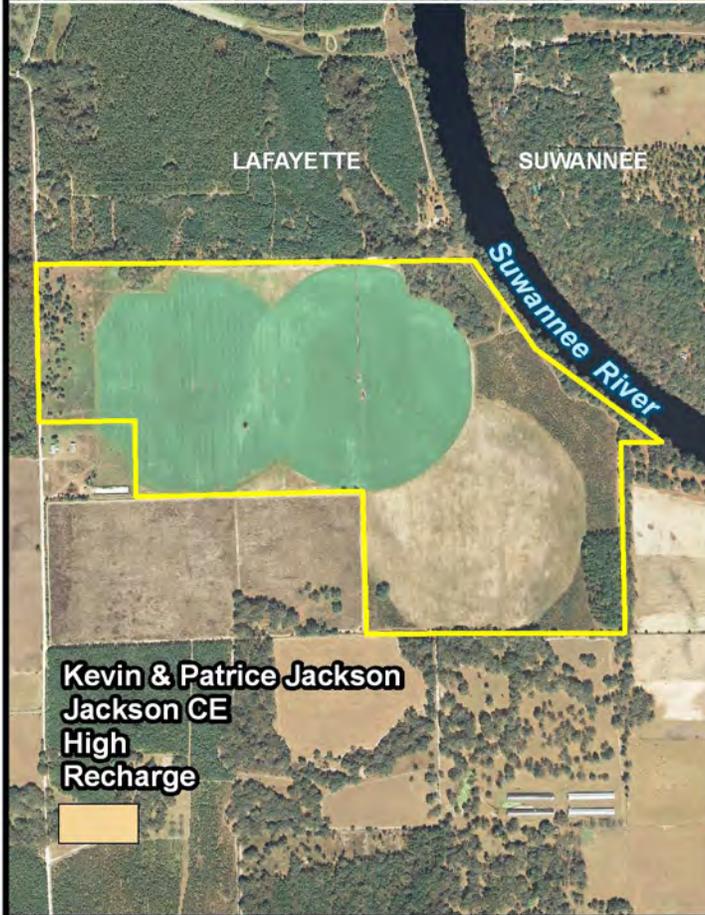
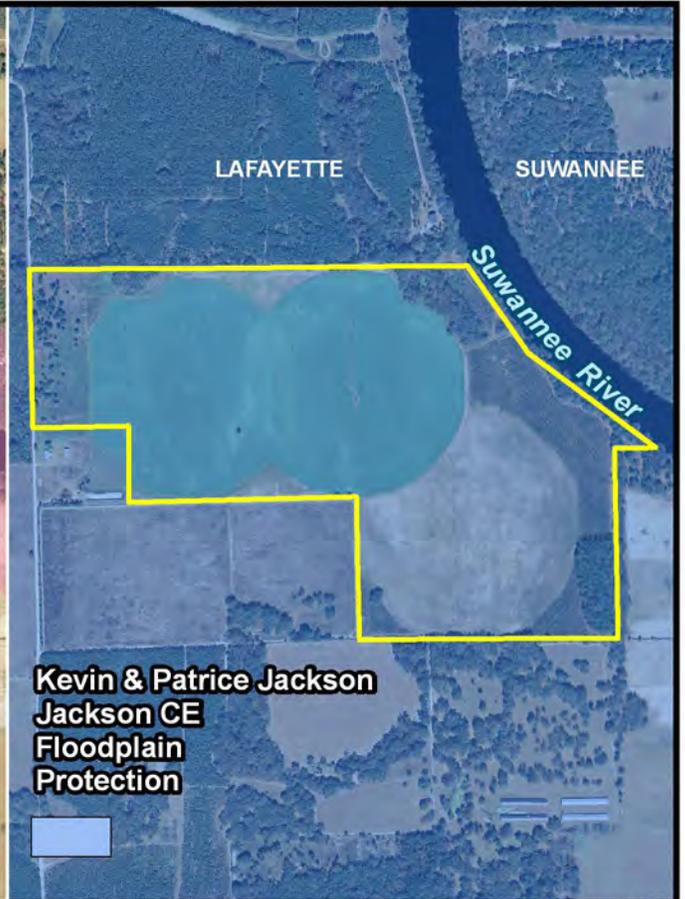
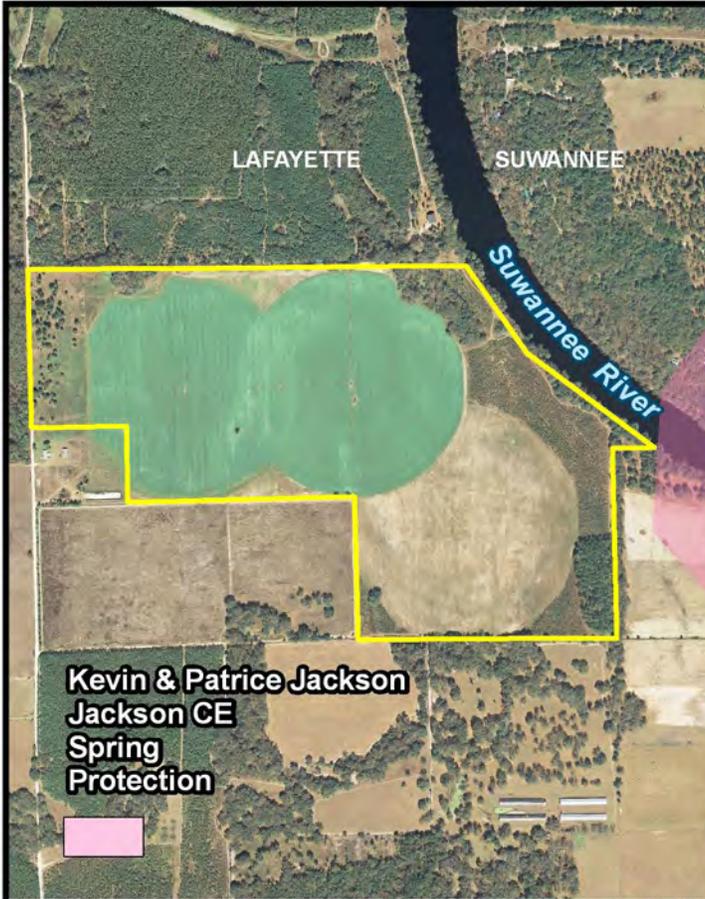
-  Property Offer Boundary
 -  Wetlands
 -  100% Within the 100 Year Flood plain
- 0 660
F E E T

Kevin & Patrice Jackson
 Jackson CE
 Lafayette County, FL



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. NC 2007 Lafayette 1FT Imagery.

PM: TD
 GIS: GH
 PD: 04/20/09



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2010-03

**RESOLUTION APPROVING THE ACQUISITION OF A
CONSERVATION EASEMENT ON PROPERTY OWNED BY KEVIN
AND PATRICE JACKSON THE EXERCISE OF AN OPTION TO
PURCHASE SAID EASEMENT AND THE REQUEST FOR FUNDS
FROM THE FLORIDA FOREVER TRUST FUND FOR ACQUISITION
OF SAID EASEMENT**

WHEREAS, the Suwannee River Water Management District has been offered a perpetual conservation easement over lands owned by Kevin and Patrice Jackson, consisting of approximately 150 acres in Lafayette County, Florida. A legal description and a map of said lands being attached hereto; and

WHEREAS, the purchase price for the conservation easement lands shall be at \$2,000.00 per acre totaling approximately \$300,000.00; and

WHEREAS, it is the desire of both Suwannee River Water Management District and the Jacksons to close the purchase of the easement by July 30, 2010; and

WHEREAS, these lands will benefit the watershed of the Suwannee River; and

WHEREAS, said lands serve to protect groundwater and surface water, preserve valuable natural resources of the Suwannee River Basin and provide for wildlife habitat and natural community protection; and

WHEREAS, the acquisition is consistent with the Florida Forever five-year work plan filed with the Legislature and the Florida Department of Environmental Protection and is consistent with Section 373.199, Florida Statutes (F. S.); and

WHEREAS, said lands are being acquired in less-than-fee simple for water management purposes; and

WHEREAS, the funds hereinafter requested will be used only for the acquisition costs of said lands and that the acquisition costs of said lands shall include fees for survey, appraisal, and legal activities necessary for the proper transfer of title to said real property; and

WHEREAS, said lands meets goal (a)(2), acres acquired through the use of alternatives to fee simple acquisition of the Florida Forever Act as described in FS 259.105 (4); and

WHEREAS, said lands will be maintained in an environmentally acceptable manner compatible with the resource values for which acquired and, to the extent practical, in such a way as to restore and protect their natural state and condition; and

WHEREAS, should this District subsequently dispose of said lands, all revenues derived therefrom will be used to acquire or manage other lands for water management, water supply, and the conservation and protection of water resources; and

WHEREAS, said lands have been appraised by two independent real estate appraisers and were approved for acquisition after duly noticed public hearing thereon; and

WHEREAS, the purchase price of the lands to be acquired is less than the average of the two certified appraisals, that were used to determine the value of the lands to be purchased; and

WHEREAS, potential claims by the state to sovereignty submerged lands have been considered; and

WHEREAS, an environmental audit shall be performed prior to closing, and before the purchase of any land found to be contaminated a remediation plan will be submitted to the Department; and

WHEREAS, funds are available for payment of the acquisition costs and associated expenses and fees for said parcel through funds deposited in the Florida Forever Trust Fund to the credit of the Suwannee River Water Management District;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District:

(1) Acquisition of a conservation easement on the described lands owned by Kevin and Patrice Jackson, and their successors or assigns is approved, and the Executive Director is authorized to exercise an option on behalf of the District.

(2) The above statements are hereby certified and declared to be true and correct, and the acquisition of said parcel is hereby further certified to be consistent with this District's plan of acquisition and Section 373.199, F. S.

(3) District hereby requests the Secretary of the Department of Environmental Protection to approve the release of funds from the Florida Forever Trust Fund in the sum of approximately \$300,000.00 for the easement and associated closing costs pending documentation of actual District's direct acquisition costs at a time subsequently requested and documented by District to Department.

PASSED AND ADOPTED THIS 13th DAY OF APRIL, 2010 A.D.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

MEMBERS OF THE BOARD:

**DON QUINCEY, JR., CHAIRMAN
DAVID FLAGG, VICE CHAIRMAN
ALPHONAS ALEXANDER
DONALD "RAY" CURTIS III
DR. C. LINDEN DAVIDSON
HEATH DAVIS
JAMES L. FRALEIGH
CARL E. MEECE
GUY WILLIAMS**

ATTEST:

Prepared by/Return to:
William J. Haley, Esquire
Brannon, Brown,
Haley & Bullock, P. A.
Post Office Box 1029
Lake City, FL 32056-1029

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made and entered into this day of _____, 2010, by and between **KEVIN R. JACKSON AND PATRICE O. JACKSON**, husband and wife, having a mailing address of 1013 NE Rowan Road, Mayo, Florida 32066 (hereafter referred to as Grantor) and **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 CR 49, Live Oak, FL 32060 (hereinafter referred to as Grantee).

DEFINITIONS ONLY:

- A. **Conservation Easement** shall mean this document and the easement granted hereunder.
- B. **Conservation Property** shall mean the entire property included in this Conservation Easement, which is described in Exhibit "A".
- C. **Special Use Areas** are those areas within the Conservation Property, which the Grantor retains specific rights to the use thereof.
- D. **Forest Operations Areas/Silviculture** shall mean areas within which forest management and operations are permitted under the Management Plan set forth herein, which are shown in Exhibit "B".
- E. **Farm Operations Areas/Agriculture** shall mean areas within which farm management and operations are permitted under the Farm Plan set forth herein, which are shown in Exhibit "B".
- F. **Protected Areas** shall mean those areas that will be preserved in its present state and may include wetlands. The Protected Areas are shown in Exhibit "B".
- G. **BMP** shall mean Best Management Practices.

WITNESSETH:

WHEREAS, Grantor is the owner of the Conservation Property located in Lafayette County, Florida; and,

WHEREAS, the parties recognize the natural scenic and special characteristics of the Conservation Property and with both parties having a common purpose of conserving the natural values and character of the Conservation Property, Grantor agrees to convey to Grantee a perpetual Conservation Easement on, over and across the Conservation Property, which Conservation Easement conserves the value, character, and ecological integrity of the Conservation Property, and prohibits future development activity on the Conservation Property for this generation and for future generations, pursuant to Section 704.06 Florida Statutes (2009), except as modified herein; and,

WHEREAS, Grantor desires to assist Grantee in the protection of the natural character and ecological integrity of the Conservation Property; and,

WHEREAS, certain lands within the Conservation Property shall be Special Use Areas, which Special Use Areas are still controlled by this Conservation Easement.

NOW, THEREFORE, Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged by the Grantor, does hereby grant, bargain, sell, and convey to Grantee and its successors and assigns forever a Conservation Easement in perpetuity over the Conservation Property pursuant to said Statute except as modified herein and further agree as follows:

1. **PROHIBITED/RESTRICTED USES.** Grantor shall have the exclusive use of the Conservation Property, except as herein limited, and agree that as to the Conservation Property, Grantor shall not:
 - A. **Subdivide.** Divide, subdivide or defacto divide the Conservation Property, including, but not limited to sale, lease, deed, contract, agreement, easements, mortgage nor transfer, except as may be specifically authorized hereunder.
 - B. **Construction.** Construct or place buildings, signs, billboards or other advertising, utilities or other structures on or under the Conservation Property except for road signs and regulating signs that prohibit hunting or trespassing, except as otherwise permitted hereunder.
 - C. **Road, Ditches, and Improvements.** Construct roads, bridges, drainage structures or other structures on the Conservation Property. Anything herein to the contrary notwithstanding, Grantor retains the right to replace, repair and maintain roads, bridges,

culverts, fences, road signs and drainage structures or other structures that exist on the Conservation Property as of the date hereof so long as the character of the improvements is not substantially changed. Grantor may construct temporary roads for access for permitted uses.

- D. Contamination.** Dump or place any soil, trash, solid or liquid waste (including sludge), or unsightly, offensive or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any other Federal, Florida, or local governmental law, ordinance, regulation or restriction defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Conservation Property.
- E. Exotic Plants.** Plant or grow plants as listed by the Florida Exotic Pest Plant Council (Florida EPPC) as category I (invading and disrupting native plant communities of Florida) or category II (shown to have a potential to disrupt native plant communities) invasive species in the last list published by the Florida EPPC prior to such planting. If the Florida EPPC ceases to function or publish and maintain such a list, the parties shall agree on a similar list by which this prohibition shall be measured. The parties shall cooperate in the management and control of any occurrence of nuisance exotic or non-native plants to the degree practicable. In the event either party desires to spend any funds to accomplish such management and control, the other shall only be liable when that party consents to the expenditure prior to the expenditure. Either party shall have the right to eradicate and control such nuisances without the consent of the other party after notice.
- F. Endangered Species.** Commit an intentional act which will adversely impact known endemic threatened or endangered species on a list promulgated by any Federal, Florida or local governmental agency. Parties shall mutually adopt a plan as to what species are threatened or endangered in the event a list is not promulgated by governmental agencies and if the parties are unable to agree on the list, then the matter shall be submitted to arbitration in accordance with this Conservation Easement.

- G. Archaeological Site.** Intentionally destroy or damage any sites of archaeological, cultural or historical significance, when any such sites have been specifically identified as such to Grantor by any Federal, Florida or local governmental agency, unless authorized or approved by the appropriate governmental officials having jurisdiction.
- H. Minerals Removal.** Explore for, or extract for commercial or any other purposes, oil, gas or other minerals, nor shall Grantor mine, excavate, dredge, or remove sand, loam, peat, gravel, rock, soil, shell, clay or other material ("Materials"). There shall be no directional drilling from off the Conservation Property, for the exploration or extraction of minerals under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such material.
- I. Retention Areas.** Permit acts or uses detrimental to natural and manmade land or water retention areas as exist on Conservation Property.
- J. Drainage.** Permit activities detrimental to water or soil conservation, or activities which would be more detrimental than the U.S. Department of Agriculture Natural Resources Conservation Service would allow as permitted activities, for drainage, natural water retention, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation or which alter existing drainage patterns, flood plains or wetlands, or which results in erosion, removal of trees, except as herein permitted, or other forms of water pollution. Grantor shall not increase, reduce, nor impede the natural movement of water across any site through any management practices including but not limited to bedding, ditching, dams, or road construction.
- K. Pesticides/Herbicides/Fertilizers.** Pesticides, herbicides, or fertilizers must be applied according to BMP, if applicable or in their absence, in accordance with current label instructions and in a manner that will protect surface water, ground water, and the Protected Areas.
- L. Fish, Wildlife or Other Habitats.** Permit activities or use of the Conservation Property, or Special Use Areas which damages fish, wildlife or other habitats.
- M. Cutting Timber.** Cut or remove existing timber in the Protected Area and there shall be no conversion of the lands in the Protected

Area. Grantor shall have complete timber rights in the Forest Operations Areas.

N. Permits. No required permitted activity shall be conducted without prior consent of the Grantee and all required permits from the Federal, Florida, and local governmental agencies as usually required. Nothing in this Conservation Easement shall exempt the Grantor from following accepted permitting practices for environmental activities. Grantor shall comply with all Federal, Florida and local governmental agencies, regulations, and restrictions, including but not limited to environmental resource permits, and drainage permits.

2. **RIGHTS RESERVED TO GRANTOR.** Except as to land management matters, rights not specifically reserved herein are not permitted. Grantor reserves in perpetuity, for its successors and assigns, the following rights, which may be exercised at any time (subject to any notice requirements set forth below):

A. Sale or Transfer of Interest. Grantor shall have the right to sell the Conservation Property, provided that the Conservation Property may never be divided. Grantee shall have the right to lease ("Lease") to third parties the right to hunt on the Conservation Property for lease terms not to exceed ten (10) years. Any such interest conveyed or leased to third parties shall be subordinate, and, in addition to the other terms hereof, subject to the following terms:

- (1) Transfers or re-transfers of the Conservation Property are not limited in number, but may never be made to more than one individual, corporation, charitable organization, or other legal entity. For the purposes of this subparagraph (1) only, a husband and his wife shall be considered as one individual.
- (2) Grantor and all subsequent owners or Lessees of the Conservation Property shall furnish Grantee their name, current street address and telephone number within thirty (30) days of the transfer or Lease.
- (3) In the event, by operation of law or by court order, the Conservation Property is transferred or Leased to more than one individual, corporation, charitable organization, or other legal entity, the holders of these interests or Leases must select one person to receive all notices from Grantee concerning the Conservation Property and that individual must be the party authorized to act on behalf of the other

owners or Lessees and to accept service of process in any legal action or administrative proceeding filed by the Grantee. Should the then owners or Lessees fail or refuse to name the one individual to comply with the terms hereof, then the Grantee may, by petitioning the Circuit Court in Columbia County, Florida, request the Court to appoint an individual to be the one person who, on behalf of the other owners or Lessees, accepts notice, acts for the other persons and accepts service of process.

- (4) The terms hereof shall be binding on all subsequent owners or Lessees of the Conservation Property and by accepting any Lease, transfer or conveyance from the Grantor, any subsequent Lessee, owner or transferee must agree to abide by the terms of this Conservation Easement, and without limitation, the terms of this paragraph.
- (5) Other than the transfer or Lease of the Conservation Property set forth in this Paragraph 2.A, Grantor's rights herein may not be transferred, assigned, leased, encumbered or in any way alienated without the prior written consent of Grantee. Grantor may mortgage its interest in the Conservation Property so long as the mortgage is to a regularly established lending institution and in the event that the land is foreclosed, the subsequent owner, including the lending institution and its assignees, if any, shall be bound by the terms of this Conservation Easement.

- B. **Hunting.** To observe, maintain, photograph, hunt (with or without dogs), remove, and harvest wildlife of the Conservation Property so long as the same does not constitute a danger to Grantee's employees, agents, officers, directors and so long as such activities are in compliance with the Federal, Florida and local governmental agencies, statutes, laws, ordinances, regulations, and restrictions. The rights under this Paragraph, reserved by the Grantor, shall include the right to build and maintain Deer Stands, also known as Shooting Houses, on the Conservation Property, but not in the Protected Area, which Deer Stands shall be primitive in nature and each may not exceed 100 square feet. Each Deer Stand may not be nearer than a quarter (1/4) of a mile to any other Deer Stand.
- C. **Forest Operations/Silviculture.** Silviculture is permitted, but shall only be conducted on Forest Operations Areas as shown on Exhibit "B". Grantor may only establish, manage and harvest forest products in the Forest Operations Areas, except the Grantor may change the Farm Operations Area to Forest Operations Area under

this Paragraph. Once the use has been changed from Farming Operations to Forest Operations, Grantor may not change or revert that area back to Farm Operations. Except as herein authorized, the Grantor may not convert this acreage to a more intensive use other than conventional forestry activities would allow. Unless otherwise defined herein all Silviculture operations shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and consumer Services, Division of Forestry, 2008 Edition or such later edition as may then be in effect ("BMP Manual").

- D. **Farm Management Plan.** A Farm Management Plan shall be prepared by a Natural Resource Conservation Service Certified Technical Service Provider, Florida Certified Crop Advisor or a qualified individual (agreed upon by Grantee or Grantor) on behalf of Grantor, its designees or successors prior to the commencement of any new farming operation after the conservation easement is signed. The person preparing shall have experience and/or certification in the type of planning required for the farming operation to reduce water quality and water quantity related impacts. Thereafter, Grantor and Grantee shall meet annually to review the previous twelve (12) months of activity covered in the Farm Management Plan as well as activities scheduled for the upcoming twelve (12) months. Grantor shall revise, if necessary, the Farm Management Plan annually and submit it to the Grantee for approval. In the event the Grantor and Grantee do not agree on the Farm Management Plan, the Grantor may not continue the farm operations until a Farm Management Plan is acceptable to both parties. The Farm Management Plan shall be in accordance with the United States Department of Agriculture, Natural Resource Conservation Service specifications and standards and/or approved Florida Department of Agriculture and Consumer Services BMP Manuals that outline appropriate practices for the Grantor's operation.
- E. **Farm Operations Area/Agriculture.** Agricultural activities are permitted, but shall only be conducted on Farm Operations Areas as shown on Exhibit "B". Grantor may only establish, manage and harvest farm products on the Farm Operations Area. Unless otherwise defined herein all Agriculture operations shall be in compliance with the Farm Management Plan. Grantor shall be able to keep and maintain existing pasture or may convert the pasture to other Farm Operations or to Forest Operations Areas as set forth above. The number of horses on Conservation Property shall not exceed 20 horses, or 1 horse per 10 acres of improved pasture, whichever is less. The number of cattle on the Conservation

Property shall not exceed 200, or 1 cow/calf unit per 2 acres of improved pasture, whichever is less.

- F. **Dwelling and Outbuildings.** Grantor shall have the right to construct and maintain one (1) single family dwelling ("New Dwelling", and two (2) appurtenant outbuilding ("Outbuilding") for storage and barn. The New Dwelling may be heated and air conditioned and may be served by private well, electric power and either septic tank or other on-site sewage disposal system, which must meet Federal, Florida, and other local government requirements. The combined total square footage of the New Dwelling and Outbuilding on one dwelling sites ("New Dwelling Site") may not exceed 5,000 square feet. The New Dwelling Site shall consist of a total of one five (5) acre site located by the Grantor, the location being subject to the Grantees written approval. The New Dwelling Site may not be located in the Protected Areas.
- G. **Access.** Grantor shall have the right to control access to the Conservation Property and to exclude public use, trespassing and hunting with the right to post the Conservation Property. Grantor may control access onto and throughout the Conservation Property with fences and gates, but must furnish Grantee access to inspect the Conservation Property and to perform other activities granted to Grantee.
3. **DEVELOPMENT OR TRANSFER.** This Conservation Easement transfers to Grantee all future residential, commercial, industrial, and incidental developmental rights of Grantor on the Conservation Property; provided that Grantee shall not conduct any activity on the Conservation Property prohibited to Grantor by the terms of this Conservation Easement, except for those activities specifically authorized to Grantee.
4. **INSPECTION.** Grantee and its agents, employees and officers (along with accompanied invitees and guests) not less frequently than annually shall have the right to enter and inspect the Conservation Property in a reasonable manner and at reasonable times with proper notification to Grantor to insure and enforce compliance with covenants herein and in furtherance of the affirmative rights of Grantee. Anything herein to the contrary notwithstanding Grantee and it's agents, employees and officers shall have the right, at anytime, to enter and inspect the Conservation Property in the event of a suspected violation by the Grantor of the terms and conditions of this Conservation Easement.
5. **ASSIGNMENT.** Except as specifically authorized in this Conservation Easement, Grantor's rights in the Conservation Property reserved

hereunder may not be transferred, or assigned, encumbered, nor, in any way, may Grantor alienate the Conservation Property without Grantee's prior written consent after proper notification to Grantor to insure and enforce compliance with the covenants herein and in furtherance of the affirmative rights of Grantee.

6. **CONTROLLED BURNING.** Anything herein to the contrary notwithstanding, Grantor retains the right to conduct controlled burning on the Conservation Property, as set forth in the Management Plan, so long as the Grantor uses a properly certified burner and comply with all Federal, Florida and local government agencies, statutes, laws, ordinances, rules, regulations, and restrictions.
7. **LAND USE.** The present land use of the Conservation Property is designated Agriculture by the local County Zoning and Land Use Plan ("Land Use"). Grantor agrees that during the term of this Conservation Easement, that Grantor and its assignees shall not change the Land Use without Grantee's prior written approval except as otherwise provided herein.
8. **GRANTOR WARRANTY.** Grantor hereby warrants to Grantee that Grantor is fully vested with marketable fee simple title to the Conservation Property and will warrant and defend Grantee's interest in the same created by this Conservation Easement against the lawful claims of all persons.
9. **MODIFICATION.** This Conservation Easement may be modified by a mutual written and signed modification agreement by and between the Grantor and the Grantee, and their respective successors, assigns or their respective designees which agreements may not violate the terms of Section 704.06 Florida Statutes (2009) as modified or amended. No such modification shall be effective unless and until recorded in the public records of the county in which the Conservation Property is located.
10. **VIOLATION AND ENFORCEMENT.** In the event of violation of the terms and conditions hereof, the Grantor or the Grantee shall give written notice to the other party to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the non-violation party by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Suwannee County, Florida, unless agreed otherwise by the parties. The Grantee may bring an action at law for damage if the violation is such that it cannot be cured. In the event of such action, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit, including costs and fees on appeal.

11. **NOTICES.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing, and either served personally by hand delivery or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: Kevin and Patrice Jackson
1013 NE Rowan Rd
Mayo, FL 32066

To the Grantee: Suwannee River Water
Management District
Director of Department of Land
Acquisition and Management
9225 CR 49
Live Oak, Florida 32060
Telephone: (904) 362-1001
Facsimile: (904) 362-1056

With a copy to: Brannon, Brown, Haley & Bullock, P.A.
Post Office Box 1029
Lake City, Florida 32056-1029

or, to such other address as any of the above parties shall from time to time designate by written notice delivery pursuant to the terms of this paragraph. All such notice delivered hereunder shall be effective upon delivery, if by hand delivery, or within three (3) days from the date of mailing, if delivered by registered or certified mail.

12. **CONTINUING DUTY.** Grantor and Grantee recognize and acknowledge the natural, scenic, aesthetic, ecologically and hydrologically significant character of the Conservation Property and have the common purpose and intent of the conservation and preservation of the Conservation Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Conservation Easement upon Grantor to carry out the intent and purpose of this Conservation Easement in regard to Grantor's ownership and occupancy of the Conservation Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Paragraph 2 hereof.
13. **MEDIATION.** From time to time the terms and conditions of this Conservation Easement will require Grantor and Grantee to reach agreement on certain plans and courses of action described and contemplated herein. Grantor and Grantee agree to attempt to reach agreement on such plans and courses of action in good faith. In the event

that, after a reasonable effort, Grantor and Grantee fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Conservation Easement, then in that event, Grantor and Grantee shall submit such issue to mediation. Mediation shall be held by a Florida Supreme Court Certified Circuit Civil Mediator, at a time and place mutually agreeable to Grantor and Grantee provided, however, in no event shall the mediation be scheduled later than thirty (30) days after notice provided by one party to the other requesting mediation on the issue in dispute. The mediation shall be held before a mediator mutually acceptable to the parties having expertise in the subject matter in dispute. This mediation provision is intended to apply only to good faith disputes regarding mutual decisions to be reached by Grantor and Grantee under the terms and conditions of this Conservation Easement. All parties to the Mediation must mediate in good faith. In no event shall this mediation provision supplant or impede election of the remedies set forth in Paragraph II hereof.

14. **AD VALOREM AND OTHER TAXES.** Grantor shall be obligated to pay all ad valorem or other taxes or assessments which may now or hereinafter be assessed or charged against the Conservation Property.
15. **WAIVERS.** No failure, or successive failures, on the part of the Grantee to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantee to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.
16. **LIMITED USE OF THE CONSERVATION PROPERTY.** The Conservation Easement granted hereby and the covenants herein are subject to the express understanding that the Conservation Property may be used by the Grantor and its successors and assigns only in conjunction with the benefit to the Grantee and that the activities and uses on the part of the Grantor and Grantee with respect to the Conservation Property are only those specifically stated herein.
17. **TRANSFER OF RIGHTS BY GRANTEE.** Grantee shall be permitted to transfer its interest herein to any other governmental body or governmental agencies, whose purposes include conservation of land or water areas, or the preservation of sites or properties assign its rights under this Conservation Easement, however, any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Conservation Property.
18. **HAZARDOUS WASTES.** Should Grantor at any time during this Conservation Easement, deposit, place or release on the Conservation

Property any hazardous wastes as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act (CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any other State or Federal prohibited hazardous waste or hazardous substance, Grantor shall indemnify, defend and hold Grantee harmless from any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, including attorneys' fees and court costs arising from or in way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to the Conservation Property, due to the release or alleged release of a hazardous waste on or under the Conservation Property, or gaseous emissions from the Conservation Property and other conditions on this Conservation Easement Property resulting from such hazardous material, whether such claim proves to be true or false. Property damage includes but is not limited to the property of the Grantee or any other party. Further, in the event such hazardous wastes or substances are placed or released on the Conservation Property, Grantor shall take all the necessary steps to remove any such wastes and take such remedial action required by any State or Federal laws.

19. **ATTORNEYS' FEES.** If either party employs an attorney to enforce any provision of this Conservation Easement, or incurs any other expense in connection with its enforcement, and that party prevails, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in negotiations, trial, appeal or otherwise.
20. **SERVITUDE.** The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon Grantor's agents, representatives, successors and assigns and all other successors who have an interest in this Conservation Easement and this Conservation Easement shall continue as a servitude running in perpetuity with the Conservation Property.
21. **FIRST RIGHT OF REFUSAL.** In the event Grantor/Optionor desires to sell or transfer all or any portion of the Conservation Property or property that is adjacent to the Conservation Property (the "Adjacent Property"), to a third party, not a Lineal Descendent, spouse of Grantor, or spouse of such Lineal Descendants, Grantor/Optionor does hereby give to Grantee/Optionee the option ("Option") to acquire the applicable portion of the Conservation Property or the Adjacent Property of Grantor/Optionor. The Notice of the Option ("Notice") or offer to sell shall be in writing from Grantor/Optionor to Grantee/Optionee and Grantee/Optionee shall have ninety (90) days thereafter from receipt of the written Notice to submit an

offer of price and terms in writing to the Grantor/Optionor. Grantor/Optionor may either sell the property so offered to Grantee/Optionee at the price and for the terms specified, or place the property on the market for sale to a third party. Upon receiving a bonafide offer from a third party, the Grantor/Optionor shall notify the Grantee/Optionee, in writing, within five days of receipt of the bonafide offer, setting forth the terms and conditions of the bonifide offer. In the event that the bonafide offer does not exceed 120% of the price offered by Grantee/Optionee pursuant to the Notice, then Grantee/Optionee shall have the option to (A) purchase the property at the lesser of the price offered pursuant to the Notice or the bonafide offer, or (B) reject the offer. In the event the bonafide offer exceeds 120% over the Notice price offered by Grantee/Optionee and it is rejected by Grantee/Optionee, then Grantor/Optionor may sell the property to the bonafide third party.

For example, should the price offered by Grantee/Optionee be \$1,500.00 per acre and the Grantor/Optionor receives a bonafide offer by a third party for \$1,700.00, Grantee/Optionee would be granted the option to purchase the Conservation Property and the offered Adjacent Property for \$1,500.00 per acre since the price offered by Grantee/Optionee is less than \$1,800.00 ($\$1,500 \times 1.20 = \$1,800.00$). On the other hand, should the Grantor/Optionor have a bonafide offer from a third party for \$1,900.00 per acre or greater, then Grantor/Optionor may sell to the third party for \$1,900.00 per acre.

Should Grantor/Optionor accept the offer, then the closing shall take place in accordance with the terms of the offer. Should Grantee/Optionee decline the offer, then Grantor/Optionor shall have fifteen (15) months within which to transfer the applicable portion of the Conservation Property or Adjacent Property to a third party under the agreed terms and conditions failing which Grantor/Optionor shall again be required to offer the applicable portion of the Conservation Property and Adjacent Property prior to such subsequent transfer to a third party, as set forth above. This right of first refusal will be binding upon and inure to the benefit of Grantor's/Optionor's successors, heirs, personal representatives and assigns, and will be a covenant that runs with the Conservation Property. In the event Grantee/Optionee acquires the Conservation Easement Property under this Paragraph, Grantee/Optionee may modify or terminate this Conservation Easement.

22. **EMINENT DOMAIN.** If all or any part of the Conservation Property is taken under the power of eminent domain by public authority, or otherwise acquired by such authority through a purchase in lieu of taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interest in the Conservation Property subject to the taking and all incidental or direct damages resulting from

the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds or a separate award thereof, as applicable. The net proceeds from the Conservation Property acquired under such taking or threat thereof, shall be distributed among Grantor and Grantee in shares and in proportion to the fair market value of their interest in the Conservation Property on the date of execution of this Conservation Easement.

23. MISCELLANEOUS.

- A. This Conservation Easement granted unto Grantee shall be perpetual and shall be to the Grantee and its successors and assigns forever.
- B. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
- C. Enforcement of the terms of this Conservation Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- D. Grantor hereby waives any defense of estoppel based on failure of Grantee to enforce the terms of this Conservation Easement, adverse possession or prescription.
- E. The granting of this Conservation Easement does not convey to the public the right to enter the Conservation Property for any purpose whatsoever, and Grantee will cooperate with Grantor in the enforcement of this provision.
- F. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Conservation Property, including the

maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Conservation Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

- G. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Conservation Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement.
- H. If circumstances arise in the future such as render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, or as otherwise specifically permitted herein. The parties believe that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.
- I. Any general rule of construction to the contrary notwithstanding this Conservation Easement shall be liberally construed in favor of the grant to affect the purpose of this Conservation Easement and the policy and purpose of Section 704.06, Florida Statutes (2009). If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- J. Any provisions of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision or persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected hereby.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the date and year first hereinabove written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Print Name: _____

Kevin R. Jackson

Print Name: _____

Patrice O. Jackson

**STATE OF FLORIDA
COUNTY OF LAFAYETTE**

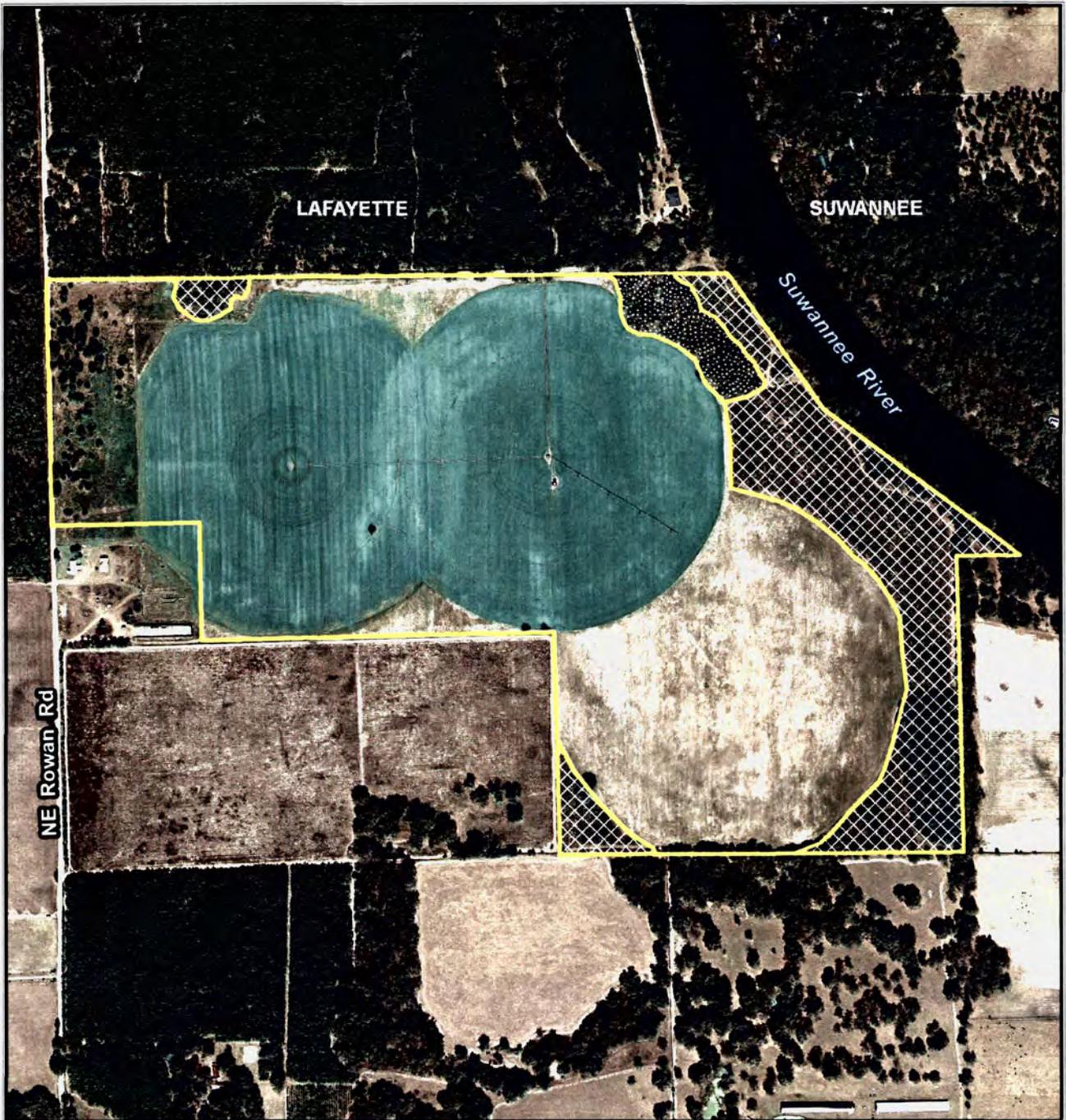
The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Kevin R. Jackson and Patrice O. Jackson, _____ who are personally known to me or _____ whom produced _____, as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

TOWNSHIP 5 SOUTH, RANGE 12 EAST

SECTION 12: Commence at the Northwest corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 12; thence run South to a point being 330.00 feet South of the Southwest corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$; thence run East, parallel to the South line of S $\frac{1}{2}$ of NW $\frac{1}{4}$, to a point being 330.00 feet South of the Southeast corner of SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence run North 330.00 feet to the Southeast corner of SE $\frac{1}{4}$ of NW $\frac{1}{4}$; thence N 45°00' E to the West bank of the Suwannee River; thence run Northwest along the West bank of the Suwannee River to the intersection of the North line of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and the West bank of the Suwannee River; thence run West along the North line of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and the North line of S $\frac{1}{2}$ of NW $\frac{1}{4}$ to the Northwest corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and the Point of Beginning.



-  Farm Operations
-  Forest Operations
-  Protected Area

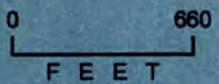
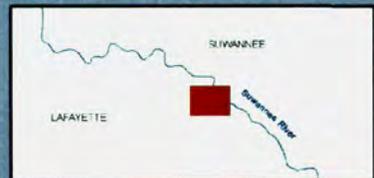


Exhibit B
Jackson CE
Lafayette County, FL



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LAM), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LAM at 1-386-362-1001. Lafayette Imagery 2007 NC 1 FT.

MEMORANDUM

TO: Governing Board

FROM: Richard Rocco, Real Estate Coordinator 

THRU: David Still, Executive Director *DS*
Joe Flanagan, Director of Land Acquisition and Management 
Terry Demott, Sr. Land Resource Coordinator 

DATE: March 15, 2010

RE: Approval and Execution of Resolution 2010-06 Authorizing a Joint Participation Agreement with Alachua County for the Purchase of the Osceola Land and Timber Corp./Santa Fe River Ranch Addition, Authorizing the Executive Director to Exercise an Option to Purchase the Property and Requesting Funds from the Florida Forever Trust Fund

RECOMMENDATION

Subject to public comment that may be received, staff recommends approval and execution of Resolution 2010-06 authorizing the Executive Director to exercise an option to purchase the 463-acres +/- Osceola Land and Timber Corp./Santa Fe River Ranch Addition in Alachua County, authorizing a Joint Participation Agreement with Alachua County for the purchase of the property, and requesting funds from the Florida Forever Trust Fund for acquisition of said property.

BACKGROUND

In accordance with Florida Statutes a public hearing is scheduled for April 13, 2010, to take comments on the proposed acquisition of approximately 463 acres in Alachua County for floodplain and surfacewater protection purposes. A summary of salient facts is attached.

This parcel adjoins 737 acres of SRWMD ownership (Boston Farms Tract) and its 4.45 miles of protected river frontage. This purchase would provide an additional 1.4 miles of Santa Fe River frontage.

Under the joint participation agreement with Alachua County, the District has negotiated and entered into contract with Osceola Land and Timber Corp. for purchase of this parcel and will contract for the survey, title policy and environmental audit necessary to close the transaction. District legal counsel will review all title and closing documents and close the transaction with Alachua County.

The District's current Florida Forever appropriated balance is \$9,730,170. This purchase would leave a fund balance of \$7,855,170 for land acquisition, restoration and water resource development projects.

/gal
Attachments
cc: Charlie Houder

**OSCEOLA LAND & TIMBER, CORP. – SANTA FE RIVER RANCH ADDITION
PUBLIC HEARING SUMMARY
APRIL 13, 2010**

SELLER: Osceola Land & Timber, Corp.

AREA: 463 acres +/-

LOCATION: Alachua County

WATER RESOURCES VALUES:

Recharge: 0% (0 acres)
Springs Protection: 0% (0 acres)
Surfacewater Protection: 47% (219 acres)
Floodway: 38% (176 acres)
10-Year Floodplain: 43% (199 acres)
100-Year Floodplain: 61% (282 acres)
River Frontage: 7,392 feet (1.4 miles)

INTEREST TO BE ACQUIRED: Fee simple undivided interest with Alachua County as tenants in common to be granted by special warranty deed. This is to be a shared purchase with Alachua County: 75% undivided interest to SRWMD and 25% undivided interest to Alachua County. SRWMD will assume lead management responsibility.

SRWMD completed a 50/50 shared purchase with Alachua County in February of 2008 for the 120-acre Lake Alto addition. Under that purchase, Alachua County assumed lead management responsibility.

PRICE: SRWMD and Alachua County will split the cost of purchase: SRWMD will share a 75% undivided interest for a cost of \$1,875,000 or \$4,049.68 per acre and Alachua County will share a 25% undivided interest for a cost of \$625,000 or \$1,349.89 per acre. The total purchase price is equal to the \$2,500,000 appraised value reported by appraiser James Miller, MAI (\$5,399.77 per acre) and less than the \$2,546,500 appraised value reported by appraiser Robert Nolan (\$5,500 per acre). A conservation easement was appraised over this acreage in June of 2008. The landowner and District did not come to an agreement on terms or purchase price for a conservation easement.

ACCESS: The property will be accessible by private easement for ingress and egress (useable by the public) from paved State Road 121.

CLOSING COSTS: Seller will pay for documentary stamps and title insurance. District will pay appraisal, environmental audit and survey costs. Each party will pay their own attorney's fees.

PERMITTED TITLE EXCEPTION: Oil, Gas and Mineral Interest contained in OR Book 434, Page 478 Alachua County as to 40 acres in Section 31, Township 6 South, Range 19 East. This is a 50-year expirable term interest from March 30, 1967, under which 7 years remain.

MANAGEMENT: Under a fee outright purchase the property would be managed to preserve wetlands and natural floodplain function and to improve the quality of the forested landscape. Under the agreement with Alachua County the District assumes primary management responsibility for the property.

Management Prospectus

Natural Community Goals – Most of the property is in a general condition that represents the historical condition of the tract. Protective management of the wetlands and riverfront communities is all that is required. Prescribed fire will be an important and dominant tool for managing the adjacent natural pine and thinned pine plantations area.

Approximately 80 acres need tree species conversion to longleaf pine or mixed slash pine and longleaf. Of these 80 acres, 36 acres of mature loblolly pine plantation (25 years old) will be timed for clear cut over the next five years and then replanted. The acreage balance will be augmented with longleaf pine seedlings for gradual replacement of the longleaf pine canopy component. Groundcover vegetation of this natural community must also be assessed.

Hydrologic Resources – Hydrologic resources include a flowing stream, several wetland swamps and the river frontage. The flowing stream and wetlands are free flowing to the river with no hydrologic restoration needed. All areas are in good condition and need only protective management. An improved low water culvert crossing of the stream is recommended to stabilize and eliminate stream bank erosion at the road crossing. Road side ditches are grassed and in good condition.

Public Use Plan – The property is recommended as a General Use tract. Public use opportunities will include nature study and hiking in connection with the District's Santa Fe River Ranch property. Anticipated improvements include an entrance sign, parking area with kiosk, marking existing roads as trails, and twice-monthly maintenance activities. Existing roads and trails will be multi-use and will allow hiking, horseback riding and bicycling. A river takeout point on the tract's west edge will allow canoeists and kayakers to paddle from Worthington Springs (3.5 miles, or approximately 1.5-hours). A special use authorization from the District will allow users access to the canoe takeout point.

MANAGEMENT PROSPECTUS

Santa Fe River Ranch Addition

GENERAL RECREATION SITE

Management Cost						
<i>Tract</i>	<i>Activity</i>	<i>Units</i>	<i>Measure (Units)</i>	<i>Unit Cost</i>	<i>Frequency</i>	<i>Cost</i>
Osceola Land and Timber 463 acres	Boundary Maintenance	2.1	Miles	\$200.00	1	\$420.00
	Road Mowing	5	Hours	\$65.00	15	\$4,875.00
	Public Use Maintenance	Tract	Yearly	\$700.00	5	\$3,500.00
	Prescribed Fire	182	Acres	\$45.00	2	\$16,380.00
	Staff Time	463	Acres	\$5.10	5	\$11,806.50
Total	5-Year Cost Estimate					\$36,981.50
Average Yearly Management Cost						\$7,396.30
Average Yearly Cost Per Acre						\$15.97

Capital Improvements						
	Facility Management	Culvert Repair				\$5,000.00
	Public Use Facility Improvements	Gates - 3				\$1,100.00
		Fencing - 60 feet				\$600.00
Total						\$6,700.00

REVENUE						
<i>Tract</i>	<i>Activity</i>	<i>Units</i>	<i>Measure</i>	<i>Unit Cost</i>	<i>Frequency</i>	<i>Cost</i>
Osceola Land and Timber	Timber Sale	36	Acres	\$ 1,000.00	1	\$36,000.00
	5-Year Revenue Estimate					\$ 36,000.00
Average Revenue Per Year						\$7,200.00

General Recreation Site

Facility Development – The District's General Recreation Tract is the second tier of the developed facilities. They have limited developed facilities, typically located near a recreation hub. The sites include amenities such as off-site signs to direct users to the tract; entrance sign; designated, stabilized parking area/trailhead; information kiosk; picnic area; and marked trails.

Maintenance Services - Maintenance services include inspecting and maintaining all areas twice a month (first and third or second and fourth weeks), maintaining and repairing assets, trash collection along all public access roads and parking areas, cleaning kiosk, signs, maintaining side road access gates and signs adjacent to the public use roads, and trimming grass in parking areas and walkthroughs. Public Access roads are mowed three times per year.

Staffing - General Recreation Tracts will require a minimum of twice-monthly visits for maintenance, security and operations. Staffing can be by District staff, contractors or partnerships with other agencies.

MANAGEMENT PROSPECTUS

Santa Fe River Ranch Addition

FEATURED RECREATION SITE

Management Cost						
<i>Tract</i>	<i>Activity</i>	<i>Units</i>	<i>Measure (Units)</i>	<i>Unit Cost</i>	<i>Frequency</i>	<i>Cost</i>
Osceola Land and Timber	Boundary Maintenance	2.1	Miles	\$200.00	1	\$420.00
463 acres	Road Mowing	5	Hours	\$65.00	15	\$4,875.00
	Public Use Maintenance	Tract	Daily	\$24,300.00	5	\$121,500.00
	Prescribed Fire	182	Acres	\$45.00	2	\$16,380.00
	Staff Time	463	Acres	\$5.10	5	\$11,806.50
Total	5-Year Cost Estimate					\$154,981.50
Average Yearly Management Cost						\$30,996.30
Average Yearly Cost Per Acre	\$/acre/year					\$66.95

Capital Improvements						
	Facility Management	Culvert Repair				\$5,000.00
	Public Use Facility Improvements	Parking Area/Canoe Launch @ River Access - Rock \$7,500 & Equipment \$2,000				\$9,500.00
		ADA Parking Pad, Porta Potti Pad & Sidewalk				\$4,000.00
		Picnic Tables - 2				\$500.00
		Gates - 3				\$1,100.00
		Fencing - 300 feet				\$3,000.00
Total						\$23,100.00

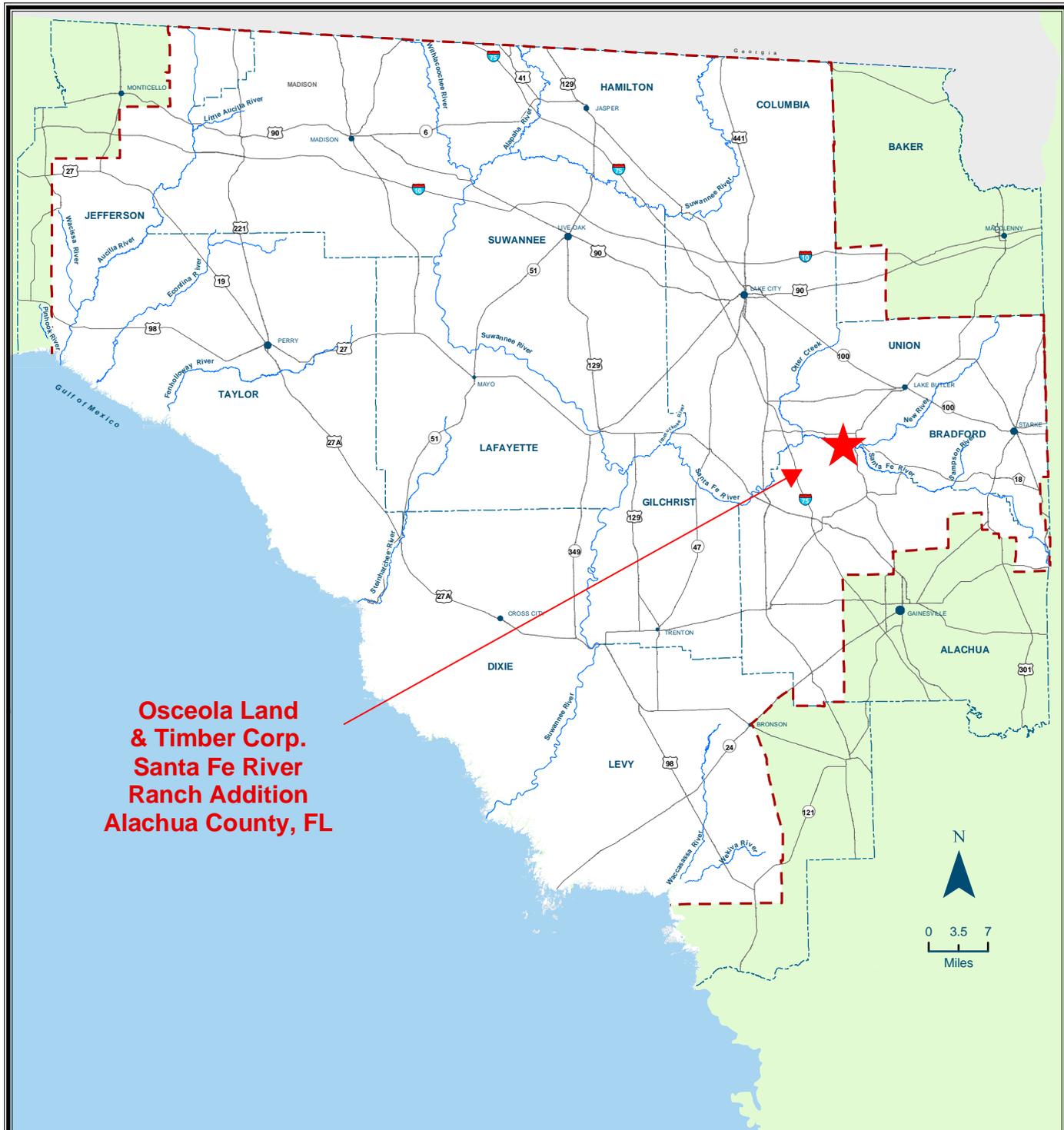
REVENUE						
<i>Tract</i>	<i>Activity</i>	<i>Units</i>	<i>Measure</i>	<i>Unit Cost</i>	<i>Frequency</i>	<i>Cost</i>
Osceola Land and Timber	Timber Sale	36	Acres	\$ 1,000.00	1	\$36,000.00
	5-Year Revenue Estimate					\$ 36,000.00
Average Yearly Revenue Per Year	\$/year					\$7,200.00

Featured Recreation Site

Facility Development – The District's Featured Recreation Tract is the most fully developed of all facilities and includes amenities such as off-site signs to direct users to the tract; entrance sign; designated, stabilized parking area/trailhead; information kiosk; picnic area; marked trails; optional restroom facility that may range from a porta-pottie to a traditional restroom; and handicap parking space with hardened surface.

Maintenance Services - Maintenance services include opening and closing entrance gate daily; maintaining and repairing assets; emptying trash barrels, pickup scattered debris, clean kiosk, signs, mow grass- summer every two weeks, winter as needed; and clean walkways. Public Access roads are mowed three times per year. Portable Sanitation Service - ADA approved porta-potti, weekly maintenance for summer hours March 1 – October 31 and every other week maintenance for winter hours November 1 – February 28.

Staffing - Featured Recreation Tracts will require daily visits for maintenance, security and operations. Staffing can be by District staff, contractors or partnerships with other agencies.



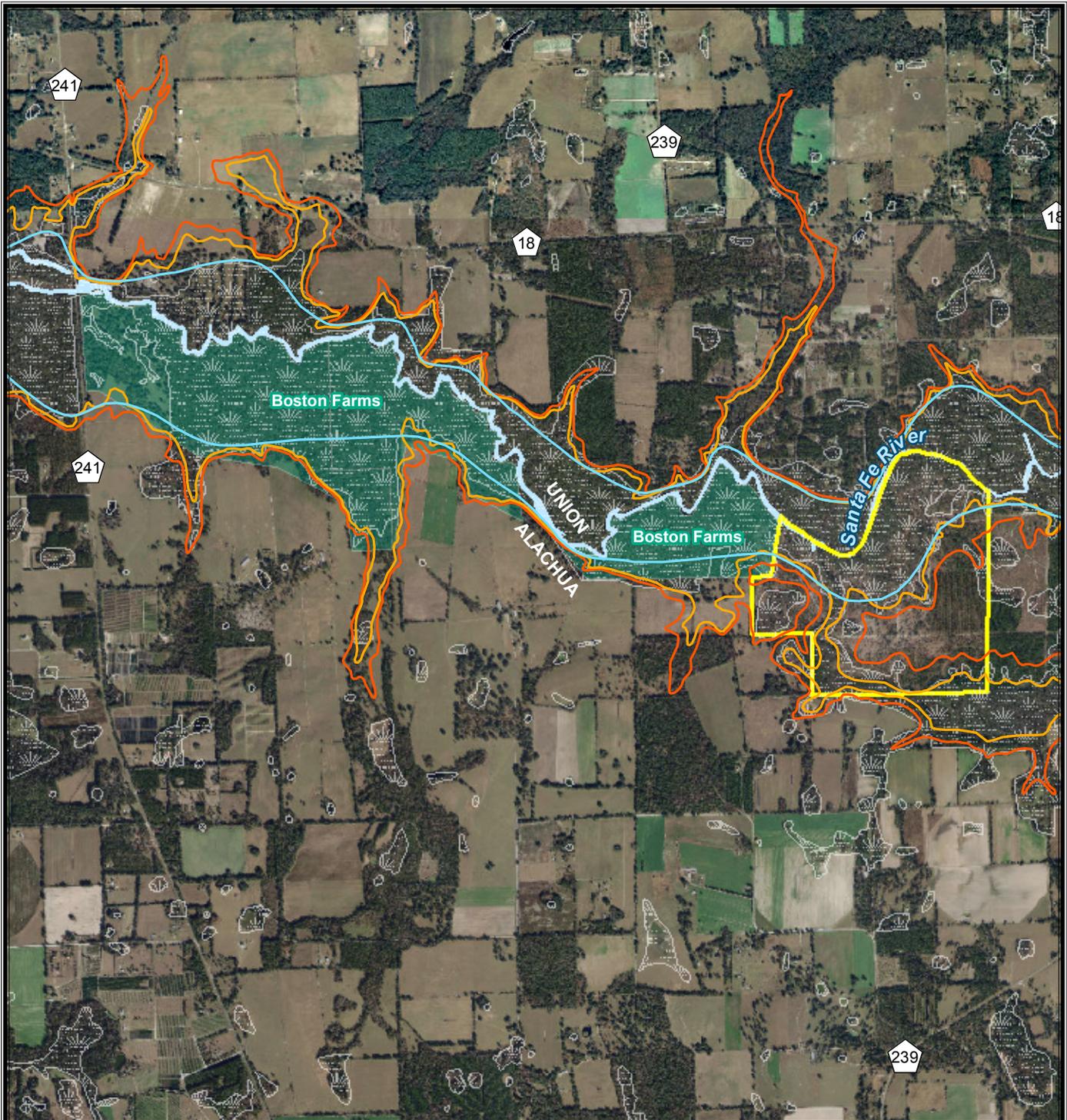
**Osceola Land & Timber Corp.
Santa Fe River
Ranch Addition
Alachua County, FL**

-  SRWMD Boundary
-  Project Location

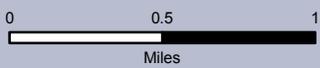


NOTE: This map was prepared by the Suwannee River Water Management District, Land Acquisition and Management Department, for informational purposes only and does not conform to National Map Accuracy Standards. For more information regarding the data on this map please call SRWMD at 1-386-362-1001 (extension 3140)

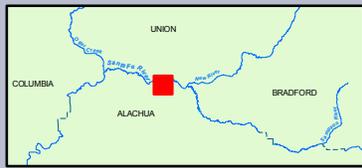
03/08/10



-  Property Offer
-  SRWMD Lands
-  Wetlands
-  Regulatory Flood Way
-  10 Year Flood Plain
-  100 Year Flood Plain



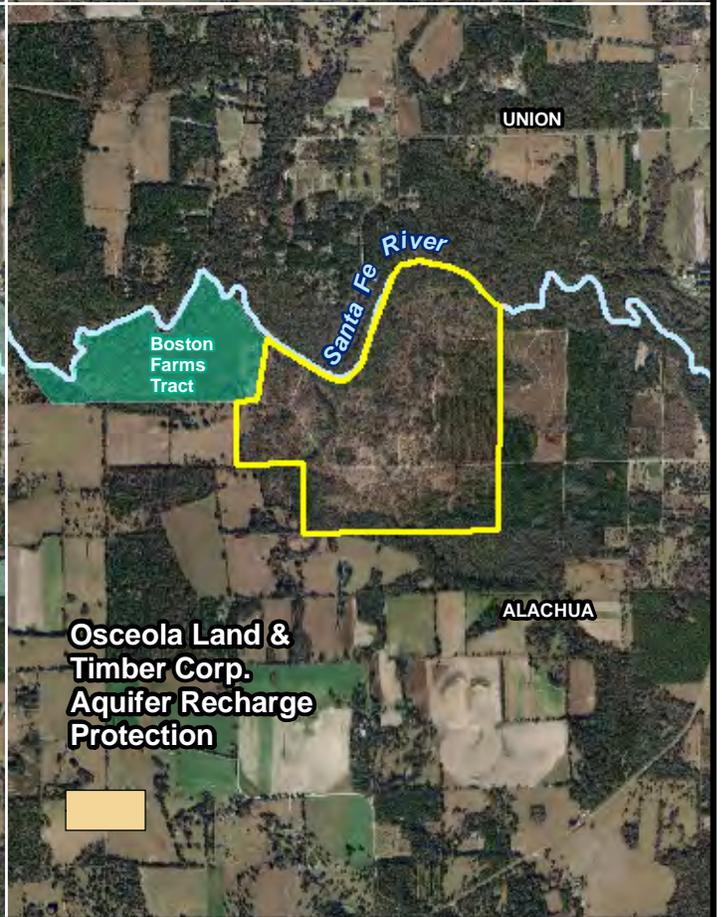
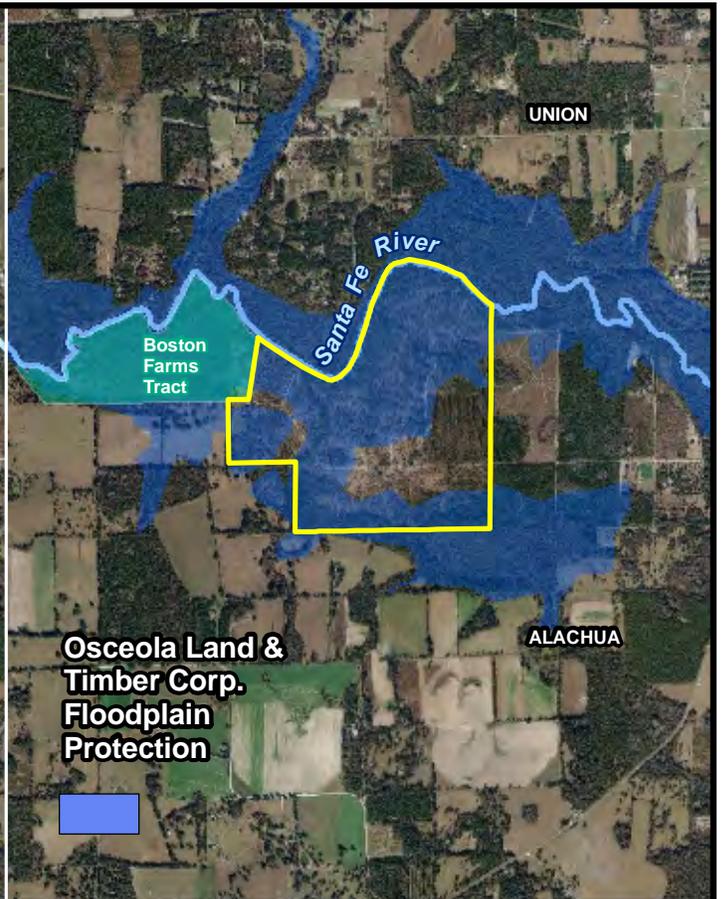
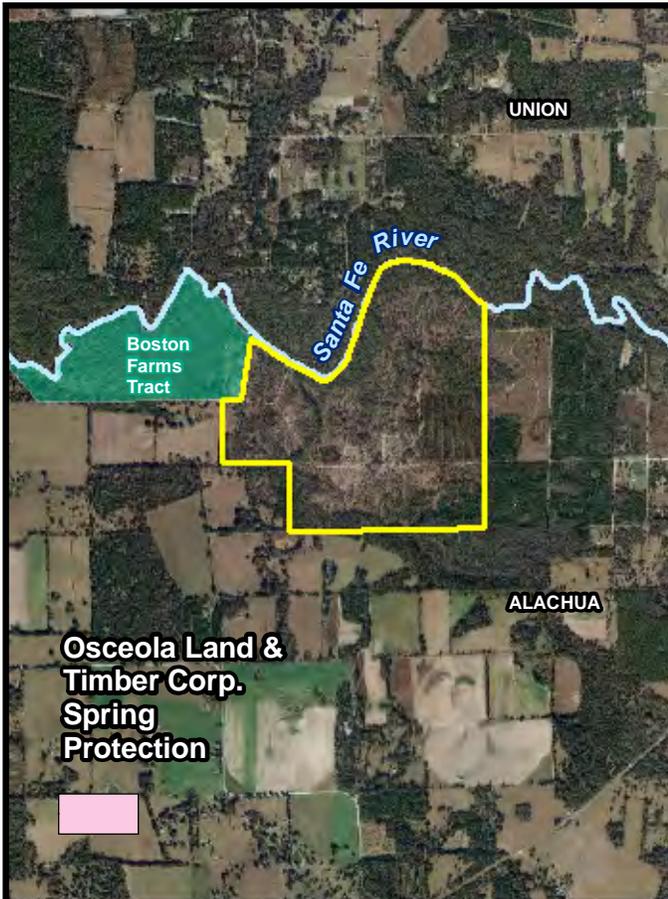
**Osceola Land & Timber Corp.
Santa Fe River Ranch Addition
Alachua County, FL**



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PM: RR
GIS: GBH
PD: 03/26/2010
NPD: 03/31/2010



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2010-06

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A JOINT PARTICIPATION AGREEMENT WITH ALACHUA COUNTY, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXERCISE AN OPTION TO PURCHASE ON BEHALF OF THE DISTRICT, AND REQUESTING FUNDS FROM THE FLORIDA FOREVER TRUST FUND FOR ACQUISITION OF SAID PROPERTY

WHEREAS, the Suwannee River Water Management District will enter into a Joint Participation Agreement (JPA) with the Alachua Forever program for lands on the Santa Fe River in Alachua County; and

WHEREAS, the District's purchase price for a seventy five percent undivided interest in said lands shall be \$1,875,000 or \$4,049.68 per acre; and

WHEREAS, said lands are located in and adjacent to the 100-year flood plain of the Santa Fe River; and

WHEREAS, the acquisition is consistent with the Florida Forever five-year work plan filed with the Legislature and the Florida Department of Environmental Protection and is consistent with Section 373.199, Florida Statutes (F. S.); and

WHEREAS, these lands serve to protect and provide a linkage to existing public ownership and preserve valuable natural resources of the Santa Fe River; and

WHEREAS, said lands are being acquired fee simple for water management purposes; and

WHEREAS, the funds hereinafter requested will be used only for the acquisition costs of said lands, and the acquisition costs of said lands shall include fees for survey, appraisal, and legal activities necessary for the proper transfer of title to said real property; and

WHEREAS, said lands meet one or more goals of the Florida Forever Act as described in FS 259.105 and contribute specifically to the achievement of Florida Forever goals (4)(a)1, (4)(c)4-6, (4)(e)1; and

WHEREAS, said lands shall be maintained in an environmentally acceptable manner compatible with the resource values for which they are acquired and serve to provide forest lands for sustainable natural resources; and

WHEREAS, the project contains significant floodplain resources that will be perpetually protected and will add to protected resources of adjoining lands protected under the Preservation 2000 program; and

WHEREAS, said lands have been appraised by at least one independent real estate appraiser and were approved for acquisition after duly noticed public hearing thereon; and

WHEREAS, the purchase price of the lands to be acquired is equal to the appraised value, based on the certified appraisals used to determine the value of the lands to be purchased; and

WHEREAS, the parcel being acquired has been reviewed for the presence of sovereign submerged lands, and the District will take reasonable measures to avoid paying for sovereign lands; and

WHEREAS, an environmental audit shall be performed prior to closing, and, before the purchase of any land found to be contaminated, a remediation plan will be submitted to the Department; and

WHEREAS, an additional \$45,000 of funds are being requested for acquisition costs which includes fees for survey, appraisal and legal activities necessary for the proper transfer of title to said real property interest; and

WHEREAS, funds are available for payment of the acquisition costs and associated expenses and fees for said parcel through funds deposited in the Florida Forever Trust Fund to the credit of the Suwannee River Water Management District.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District:

- (1) Acquisition of the described lands owned by Osceola Land & Timber, Corp. its successors or assigns, is approved and the Executive Director is authorized to exercise an option on behalf of the District.
- (2) A shared purchase with Alachua County is approved and the Chairman is authorized to execute the Joint Participation Agreement with Alachua County on behalf of the District.
- (3) The above statements are hereby certified and declared to be true and correct, and the acquisition of said easement is hereby further certified to be consistent with this District's plan of acquisition and Section 373.199, Florida Statutes (F. S.).
- (4) District hereby requests the Secretary of the Department of Environmental Protection to approve the release of funds from the

Florida Forever Trust Fund in the sum of approximately \$1,875,000 for land and \$45,000 for associated closing costs pending documentation of District's actual direct acquisition costs at a time then requested and documented by District to the Department.

PASSED AND ADOPTED THIS 13th DAY OF APRIL, 2010 A.D.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

MEMBERS OF THE BOARD:

**DON QUINCEY, JR., CHAIRMAN
DAVID FLAGG, VICE CHAIRMAN
ALPHONAS ALEXANDER
DONALD "RAY" CURTIS III
DR. C. LINDEN DAVIDSON
HEATH DAVIS
JAMES L. FRALEIGH
CARL E. MEECE
GUY WILLIAMS**

PARTICIPATION AGREEMENT
BETWEEN
ALACHUA COUNTY, FLORIDA
AND
SUWANNEE RIVER WATER MANAGEMENT DISTRICT

THIS PARTICIPATION AGREEMENT is entered into this ____ day of _____, 2010, by ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is P. O. Box 2877, Gainesville, Florida, 32602-2877 ("COUNTY"), and the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, whose mailing address is 9225 County Road 49, Live Oak, FL 32060 ("DISTRICT").

WHEREAS, THE DISTRICT is negotiating a Purchase Agreement for the benefit of the DISTRICT and Osceola Land & Timber, Corp., a Florida corporation, for the acquisition of the Osceola Land & Timber, Corp. Property (the "Osceola Land & Timber, Corp. Agreement"); and

WHEREAS, the Osceola Land & Timber, Corp. Property to be acquired under the terms of the Osceola Land & Timber, Corp. Agreement is situated in Alachua County, the location of which is generally depicted on Exhibit A attached hereto and by this reference made a part hereof (the "Osceola Land & Timber, Corp. Property"); and

WHEREAS, the Osceola Land & Timber, Corp. Property is comprised of approximately 463 acres and is eligible for funding under the COUNTY'S acquisition program for purchase of environmentally significant lands within Alachua County; and

WHEREAS, the Osceola Land & Timber, Corp. Property is eligible for funding under the DISTRICT'S acquisition program; and

WHEREAS, the COUNTY and the DISTRICT have agreed to each pay a portion of the cost to acquire the Osceola Land & Timber, Corp. Property, subject to the approval of the DISTRICT'S Governing Board and the COUNTY'S Commission; and

WHEREAS, the COUNTY and the DISTRICT have agreed that the DISTRICT will assume the primary land management responsibility for the Osceola Land & Timber, Corp. Property,

NOW, THEREFORE, for and in consideration of the premises which are made a part of this Agreement, and of the mutual covenants and conditions hereinafter contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do warrant and agree as follows:

1. The purchase price to be paid pursuant to the Osceola Land & Timber, Corp. Agreement for the fee simple interest in the Property is subject to adjustment based on the final approved survey minus any acreage determined to be sovereign by the DISTRICT and COUNTY and shall be cost shared, as follows:

- A. DISTRICT 75% of the purchase price
- B. COUNTY 25% of the purchase price

2. All pre-acquisition and acquisition costs associated with the transaction shall be paid by the DISTRICT, with the DISTRICT being reimbursed through the Florida Forever program. Each party shall be responsible for their own attorney fees.

3. Interest in the Osceola Land & Timber, Corp. Property, following closing, will be divided in accordance with each party's share of the purchase price.

4. The DISTRICT'S and COUNTY'S obligation to fund its specified percentage of the purchase price and certain pre-acquisition and acquisition costs for the Osceola Land & Timber, Corp. Property, is contingent upon DISTRICT'S and COUNTY'S review and approval of appraisal reports, appraisal review, title insurance, survey, environmental site assessment, remediation activities if required, closing documents, any other matters affecting closing, at the reasonable discretion of the DISTRICT'S legal counsel and the COUNTY'S legal counsel. The DISTRICT will take the lead in obtaining the above-referenced due diligence pre-closing information required by the COUNTY and the DISTRICT under the terms of the Osceola Land & Timber, Corp. Agreement.

The DISTRICT'S and the COUNTY'S participation is contingent upon any final value conclusions by the appraisers, taking into consideration any sovereign submerged land issues.

Should the transaction fail to close or close without DISTRICT approval, the DISTRICT shall not be obligated to pay any portion of the costs of the transaction. Should the transaction fail to close or close without COUNTY approval, the COUNTY shall not be obligated to pay any portion of the costs of the transaction.

Payment by each party of its share of funds to the closing agent for closing shall be the evidenced approval of all such matters prior to closing.

5. Within twelve months after closing, the DISTRICT shall prepare a cooperative land management plan for the Osceola Land & Timber, Corp. Property, to be reviewed by the COUNTY. The DISTRICT will assume primary management responsibility for the Property. The COUNTY and the DISTRICT agree that the land management plan may include resource-based recreation by the public. The COUNTY and the DISTRICT acknowledge and agree that as part of the natural resource component of the management plan, the DISTRICT will undertake restoration and enhancement activities on the Property that the District consents to do, which will be funded with DISTRICT funds, subject to availability.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to become effective as of the date and year first above written.

ALACHUA COUNTY

Date: _____ By: _____

Cynthia Moore Chestnut, Chair
Board of County Commissioners

ATTEST:

J.K. "Buddy" Irby, Clerk

(Corporate Seal)

Approved as to Form:

By: _____

David W. Wagner, County Attorney

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

DATE: _____

By: _____

Don Quincy, Jr.

Chairman of the Governing Board

ATTEST:

By: _____

Secretary/Treasurer

Approved as to Form and Legality:

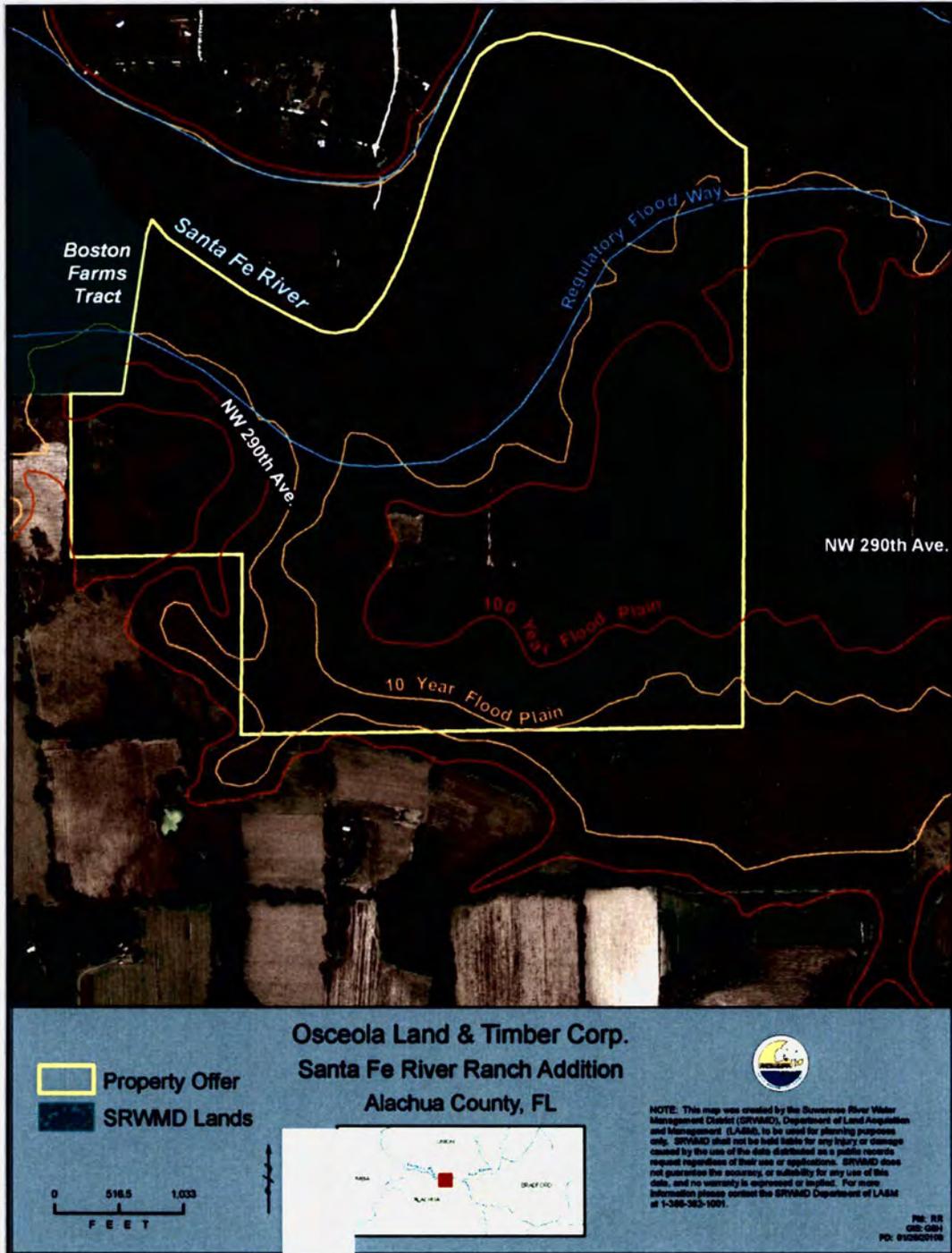
By: _____

(SEAL)

William J. Haley

Legal Counsel

Exhibit A.



MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Senior Land Resource Coordinator 

THRU: David Still, Executive Director 
Joe Flanagan, Director of Land Acquisition and Management 

DATE: March 16, 2010

RE: Approval and Execution of Resolution 2010-07 Authorizing Acquisition of the N. G. Wade Investment Company/Gilchrist Regional Well Field, Authorizing the Executive Director to Exercise an Option to Purchase the Property and Requesting Funds from the Florida Forever Trust Fund

RECOMMENDATION

Subject to public comment that may be received, staff recommends approval and execution of Resolution 2010-07 authorizing the Executive Director to exercise an Option to Purchase the 105-acre +/- N. G. Wade Investment Company/Gilchrist Regional Well Field in Gilchrist County, and requesting approval from the Secretary of the Department of Environmental Protection for the use of funds from the Florida Forever Trust Fund.

BACKGROUND

In accordance with Florida Statutes a public hearing is scheduled for April 13, 2010, to take comments on the proposed acquisition of approximately 105 acres in Gilchrist County for groundwater and surfacewater protection purposes. A summary of salient facts is attached.

The appraisals of the property by John Wallace and Jim Miller were \$346,500 and \$420,000, respectively. Mike Candler, the Review Appraiser, recommended that less weight be placed on the Wallace appraisal.

The District's current Florida Forever appropriated balance is \$7,855,170. This purchase would leave a fund balance of \$7,460,170 for land acquisition, restoration and water resource development projects.

gal

cc: Charlie Houder

Attachment

N. G. Wade Investment Company Property/Gilchrist Regional Well Field 09-009

**N. G. WADE INVESTMENT COMPANY/GILCHRIST REGIONAL WELL FIELD
PUBLIC HEARING SUMMARY
APRIL 13, 2010**

SELLER: N. G. Wade Investment Company

AREA: 105 acres +/-

LOCATION: Bell, Gilchrist County

WATER RESOURCES: The N. G. Wade property will be used for public water supply purposes to implement groundwater protection measures for the central Gilchrist County area.

In 2007 a wellfield siting assessment was conducted by the engineering firm of Black and Vetch Corporation to identify suitable properties for the Town of Bell. The N.G. Wade property was not identified in this study because it is comprised of three parcels, each under 60 acres. Identification criteria of the study did not consider individual land parcels less than 60 acres. However, these parcels are within the general area identified as acceptable for a wellfield.

INTEREST TO BE ACQUIRED: Fee simple, to be granted by warranty deed.

TITLE ISSUES: A title search and title commitment for this property reports all of the minerals outstanding. However, the title search also describes the mineral interests as being conveyed and re-conveyed to diverse parties but the right of entry is not barred. A partial Release of Mortgage releasing the property from the mortgage encumbrance will need to be recorded at closing.

PRICE: \$395,000 lump sum.

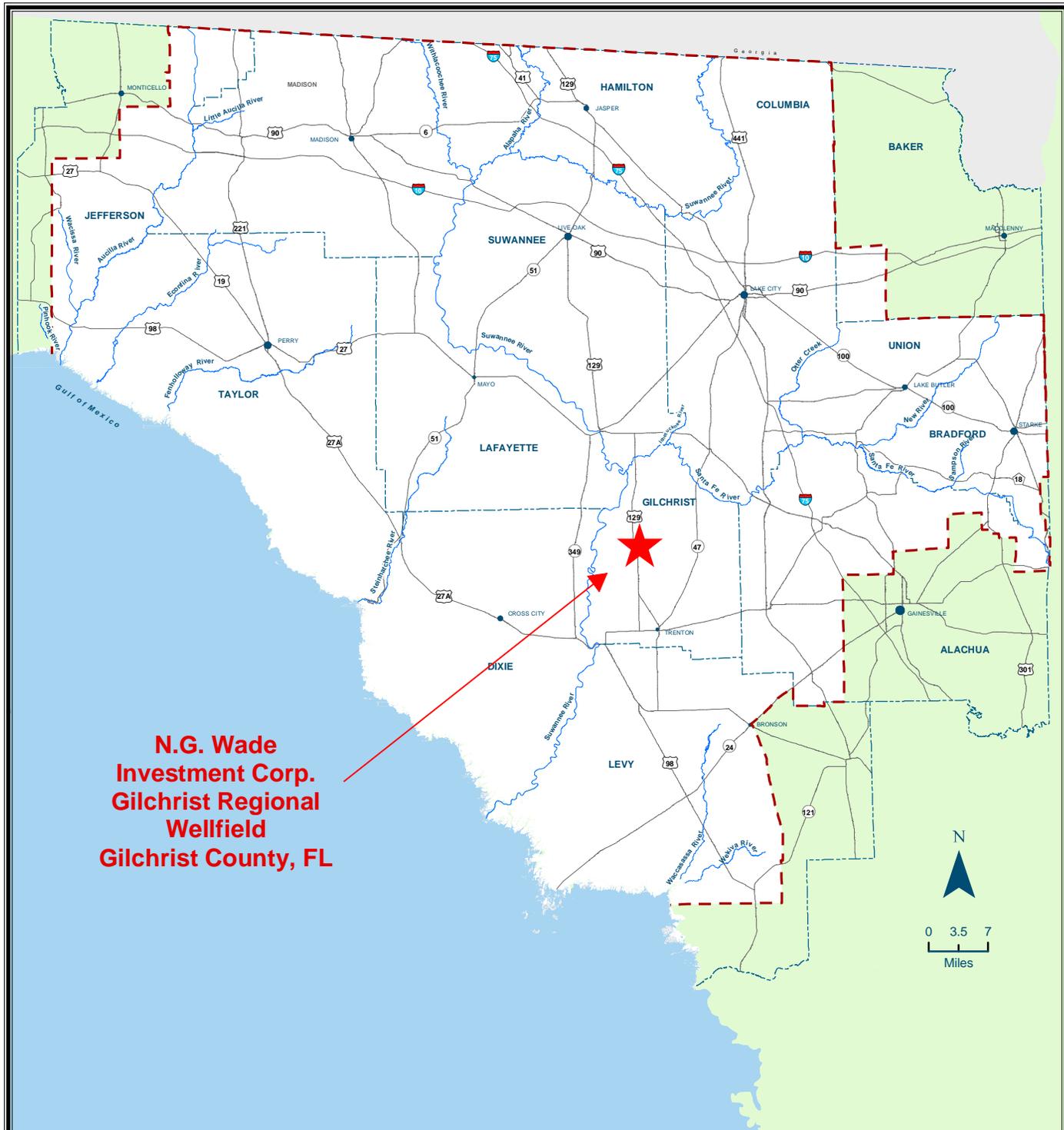
ACCESS: Access is via a public road from the south.

CLOSING COSTS: Seller will pay for documentary stamps and title insurance. District will pay recording fees, title search fees, survey and environmental audit.

SPECIAL CONDITIONS: Title to the purchased properties will be vested in the District. Some or all of the property may be leased to the Nature Coast Regional Water Authority.

MANAGEMENT: It is anticipated that a lease agreement will be drafted allowing Nature Coast Regional Water Authority to manage the property for specific uses.

N. G. Wade Investment Company/Gilchrist Regional Well Field 09-009



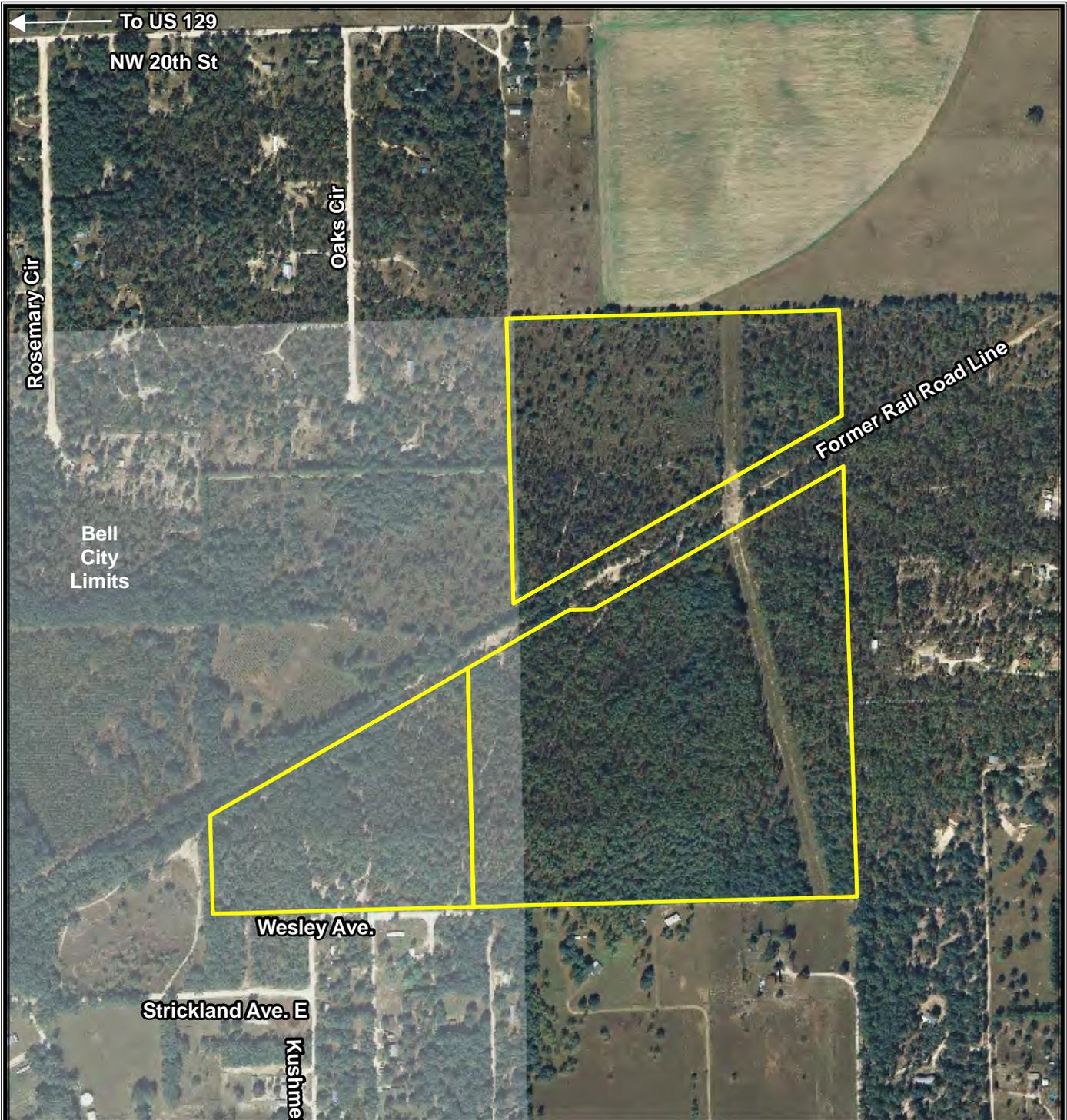
**N.G. Wade
Investment Corp.
Gilchrist Regional
Wellfield
Gilchrist County, FL**

-  SRWMD Boundary
-  Project Location



NOTE: This map was prepared by the Suwannee River Water Management District, Land Acquisition and Management Department, for informational purposes only and does not conform to National Map Accuracy Standards. For more information regarding the data on this map please call SRWMD at 1-386-362-1001 (extension 3140)

03/08/10



N. G. Wade Investment Corp.
 Gilchrist Regional Wellfield
 Gilchrist County, FL



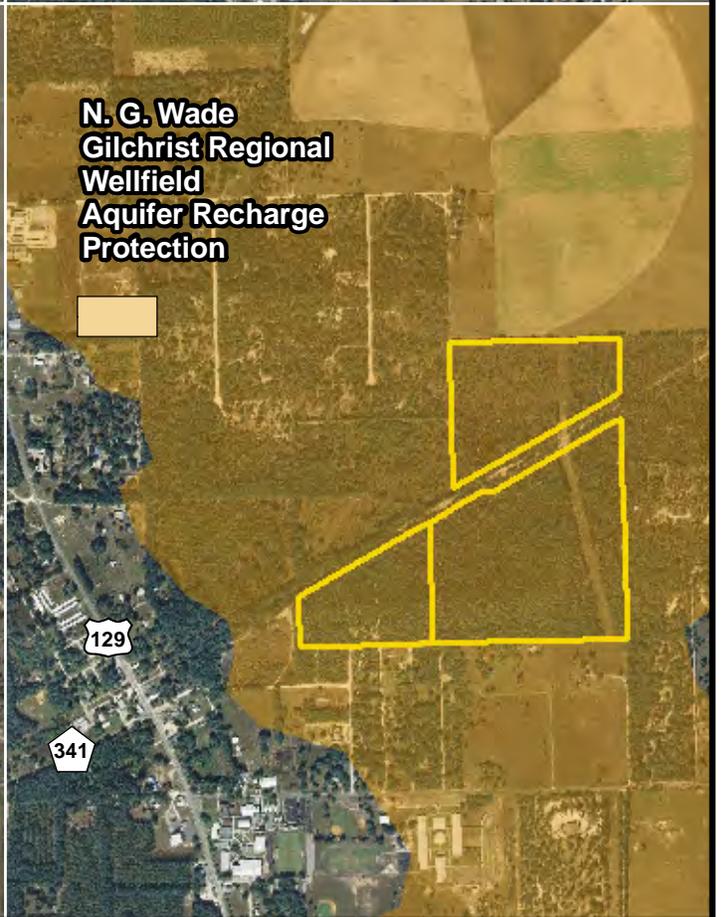
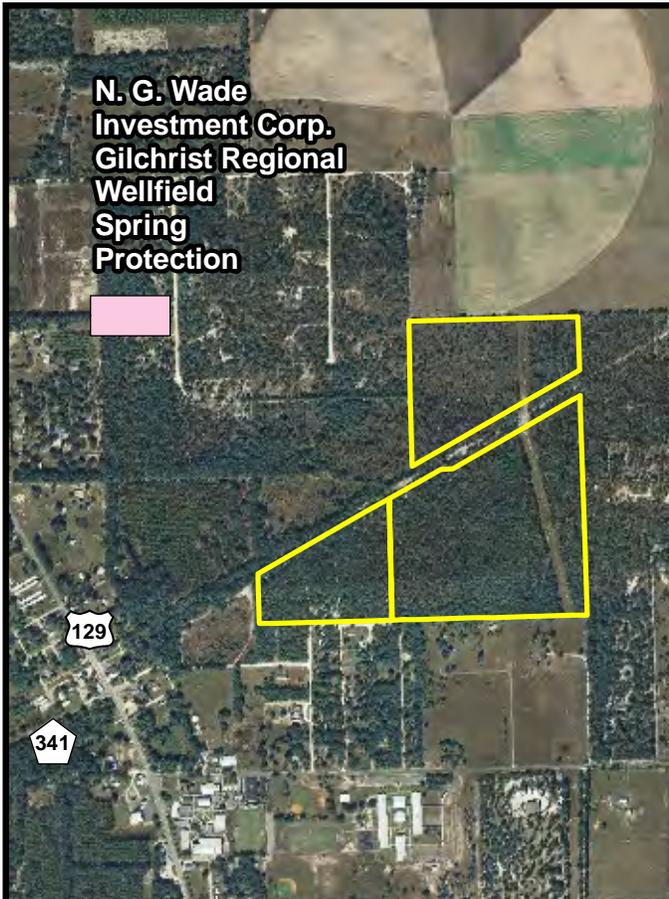
 Property Offer Boundary

 No Wetlands



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. NC 2006 Gilchrist 1FT Imagery.

PM: TD
 GIS: GH
 PD: 04/08/10



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2010-07

RESOLUTION APPROVING THE ACQUISITION OF PROPERTY OWNED BY N. G. WADE INVESTMENT COMPANY THE EXERCISE OF AN OPTION TO PURCHASE SAID PROPERTY AND THE REQUEST FOR FUNDS FROM THE FLORIDA FOREVER TRUST FUND FOR ACQUISITION OF SAID PROPERTY

WHEREAS, the Suwannee River Water Management District has been offered property owned by N. G. Wade Investment Company, consisting of approximately 105 acres in Gilchrist County, Florida. A legal description and a map of said lands being attached hereto; and

WHEREAS, the purchase price for the property shall be a lump sum of \$395,000; and

WHEREAS, it is the desire of both Suwannee River Water Management District and N. G. Wade Investment Company to close the purchase of property by July 30, 2010; and

WHEREAS, these lands are for the purpose of establishing and protecting a public water supply; and

WHEREAS, said lands serve to protect groundwater and surface water; and

WHEREAS, the acquisition is consistent with the Florida Forever five-year work plan filed with the Legislature and the Florida Department of Environmental Protection and is consistent with Section 373.199, Florida Statutes (F. S.); and

WHEREAS, said lands are being acquired in fee simple for water management purposes; and

WHEREAS, the funds hereinafter requested will be used only for the acquisition costs of said lands and that the acquisition costs of said lands shall include fees for survey, appraisal, and legal activities necessary for the proper transfer of title to said real property; and

WHEREAS, said lands meets goal (4)(d)(3), acres acquired for water supply of the Florida Forever Act as described in FS 259.105 (4); and

WHEREAS, said lands will be maintained in an environmentally acceptable manner compatible with the resource values for which acquired and, to the extent practical, in such a way as to restore and protect their natural state and condition; and

WHEREAS, should this District subsequently dispose of said lands, all revenues derived therefrom will be used to acquire or manage other lands for water management, water supply, and the conservation and protection of water resources; and

WHEREAS, said lands have been appraised by two independent real estate appraisers and were approved for acquisition after duly noticed public hearing thereon; and

WHEREAS, potential claims by the state to sovereignty submerged lands have been considered; and

WHEREAS, an environmental audit shall be performed prior to closing, and before the purchase of any land found to be contaminated a remediation plan will be submitted to the Department; and

WHEREAS, funds are available for payment of the acquisition costs and associated expenses and fees for said parcel through funds deposited in the Florida Forever Trust Fund to the credit of the Suwannee River Water Management District;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District:

(1) Acquisition of the described lands owned by N. G. Wade Investment Company, and its successors or assigns is approved, and the Executive Director is authorized to exercise an option on behalf of the District.

(2) The above statements are hereby certified and declared to be true and correct, and the acquisition of said parcel is hereby further certified to be consistent with this District's plan of acquisition and Section 373.199, F. S.

(3) District hereby requests the Secretary of the Department of Environmental Protection to approve the release of funds from the Florida Forever Trust Fund in the sum of approximately \$395,000.00 for the acquisition and associated closing costs pending documentation of actual District's direct acquisition costs at a time subsequently requested and documented by District to Department.

PASSED AND ADOPTED THIS 13th DAY OF APRIL, 2010 A.D.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

MEMBERS OF THE BOARD:

**DON QUINCEY, JR., CHAIRMAN
DAVID FLAGG, VICE CHAIRMAN
ALPHONAS ALEXANDER
DONALD "RAY" CURTIS III
DR. C. LINDEN DAVIDSON
HEATH DAVIS
JAMES L. FRALEIGH
CARL E. MEECE
GUY WILLIAMS**

+

ATTEST:

LEGAL DESCRIPTION
N. G. Wade Investment Company Property

TOWNSHIP 8 SOUTH, RANGE 15 EAST

SECTION 30: SE 1/4 of NW 1/4
NE 1/4 of SW 1/4; and all lands South of the Seaboard
Air Line Railroad right of way in NW 1/4 of SW ¼

LESS AND EXCEPT Railroad right of way.

MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Senior Land Resource Coordinator 

THRU: David Still, Executive Director 
Joe Flanagan, Director of Land Acquisition and Management 

DATE: March 17, 2010

RE: Approval and Execution of a Gas Line Easement to Florida Gas Transmission Co. LLC

RECOMMENDATION

Staff recommends approval and execution of right of way easements to be granted to Florida Gas Transmission Co. LLC on District lands in Madison and Gilchrist Counties.

BACKGROUND

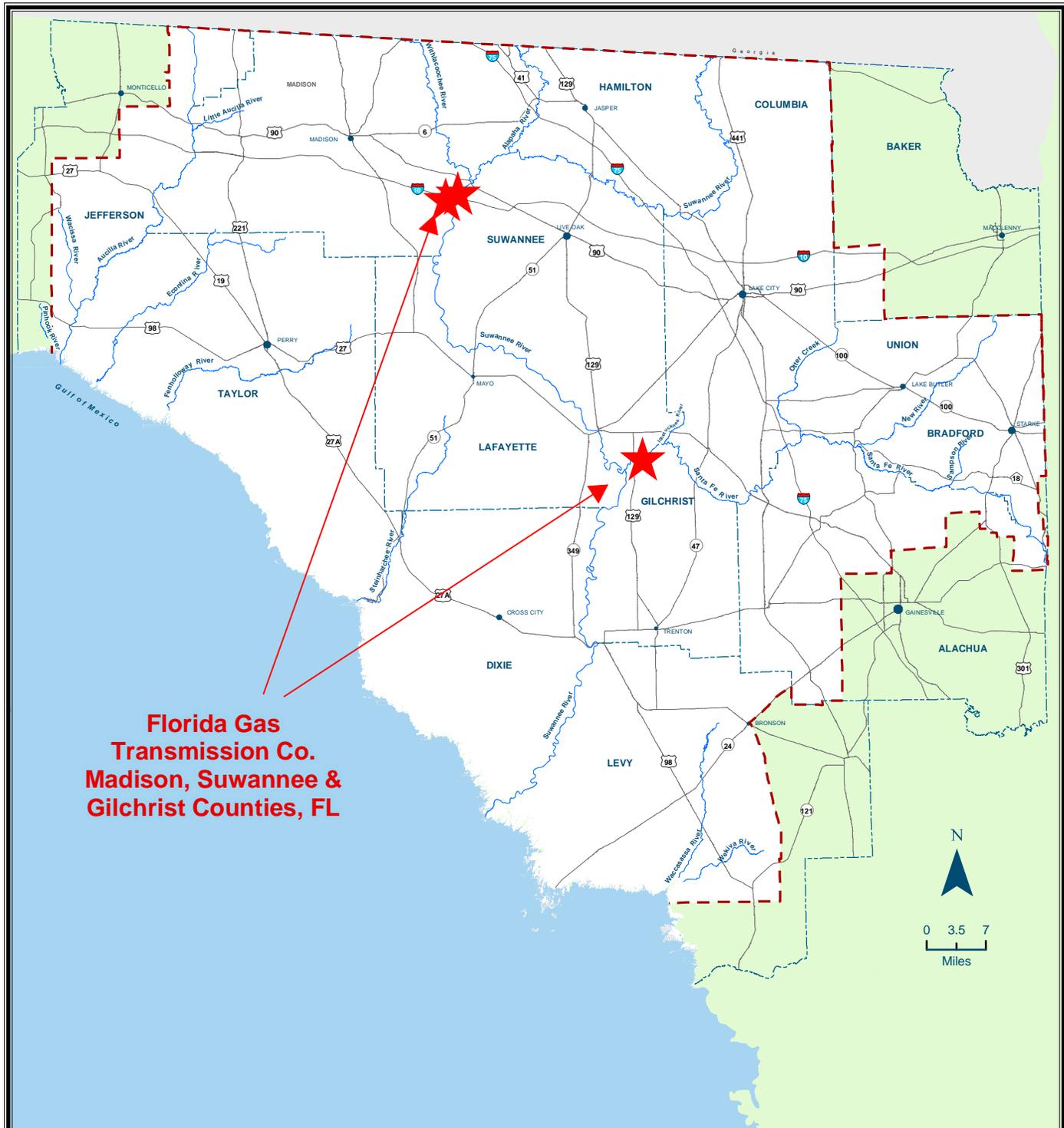
Florida Gas Transmission Co. LLC (FGT), whose title managers are Robert O. Bond, Robert F Hayes, and Gary W. Lefelar, all of Houston, Texas, is constructing new and expanded natural gas lines across the state. Their new lines to feed the power plant at Ellaville are expected to cross District property in two locations, both part of the Twin Rivers State Forest.

Both of the permanent easements in Madison County are along existing utility easements held by Progress Energy and total 11.18 acres. FGT will also require temporary construction and access easements on 13.4 acres outside of the existing power line easement. Temporary easements are included in the easement document. The Gilchrist County location is also along an existing easement to FGT. A temporary area for construction containing 0.051 acres is the only request on this parcel. Total acreage included in the permanent easements, temporary construction easements and access easements is 24.63.

FGT contracted Craig H. Clayton, a District approved Appraiser, to value the easements according to District standards. Mr. Clayton submitted a total value of \$14,692 for all the easements. FGT has committed to pay this amount to the District. In addition, the easements will be graded and replanted in native groundcover or vegetation.

/gal
cc: Charlie Houder
Florida Gas Transmission Phase VIII 008-00450

**Florida Gas
Transmission Co.
Madison, Suwannee &
Gilchrist Counties, FL**

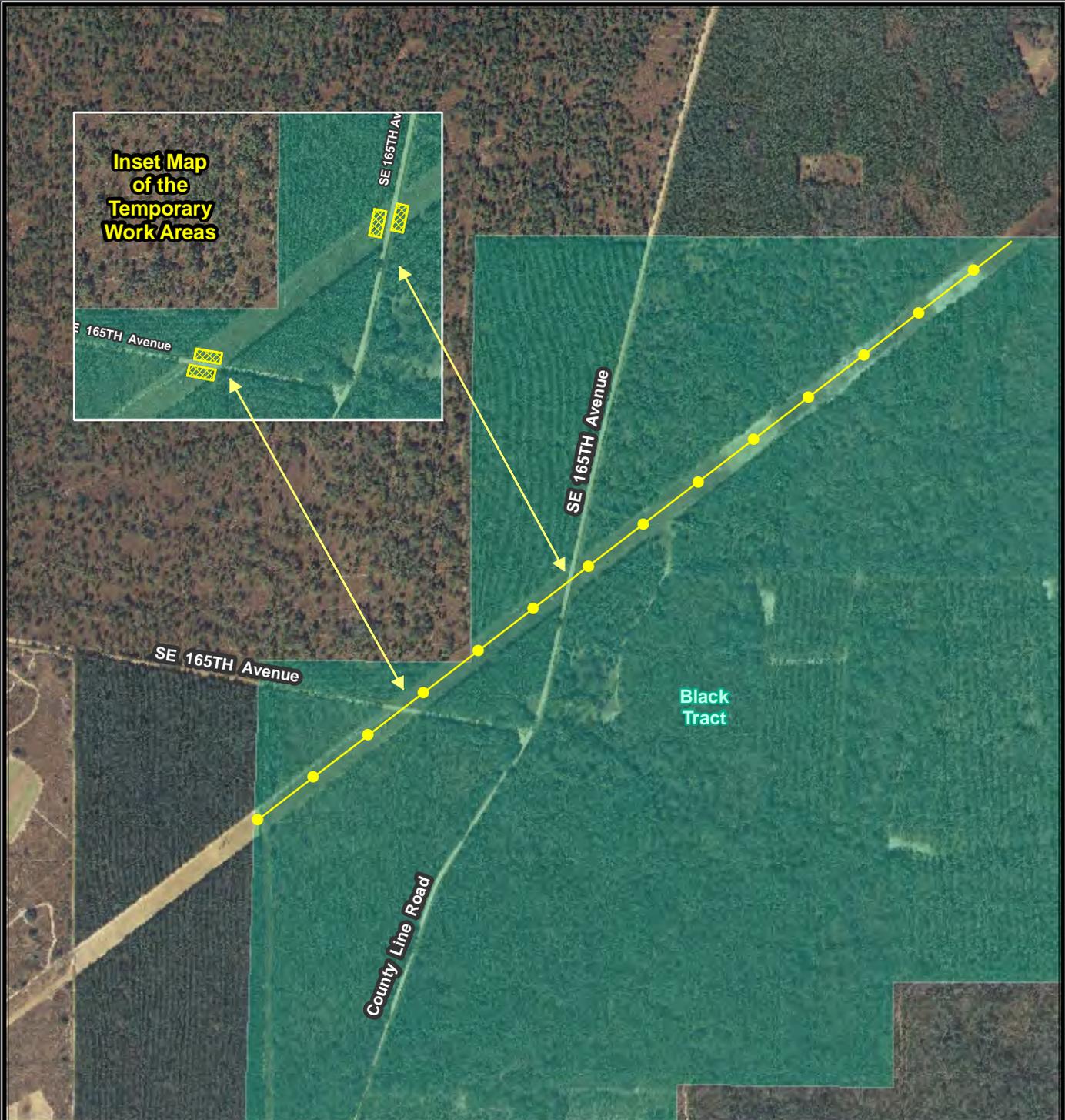


-  SRWMD Boundary
-  Project Location



NOTE: This map was prepared by the Suwannee River Water Management District, Land Acquisition and Management Department, for informational purposes only and does not conform to National Map Accuracy Standards. For more information regarding the data on this map please call SRWMD at 1-386-362-1001 (extension 3140)

03/08/10



- FGTC Line
- Temporary Work Area
- SRWMD Lands

**Florida Gas Transmission Co.
Black Tract
Madison County, FL**



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. Madison 2006 NC 1FT Imagery

PM: TD
GIS: GBH
PD: 03/12/2010



-  Existing FGTC Line
-  Temporary Work Area
-  SRWMD Lands

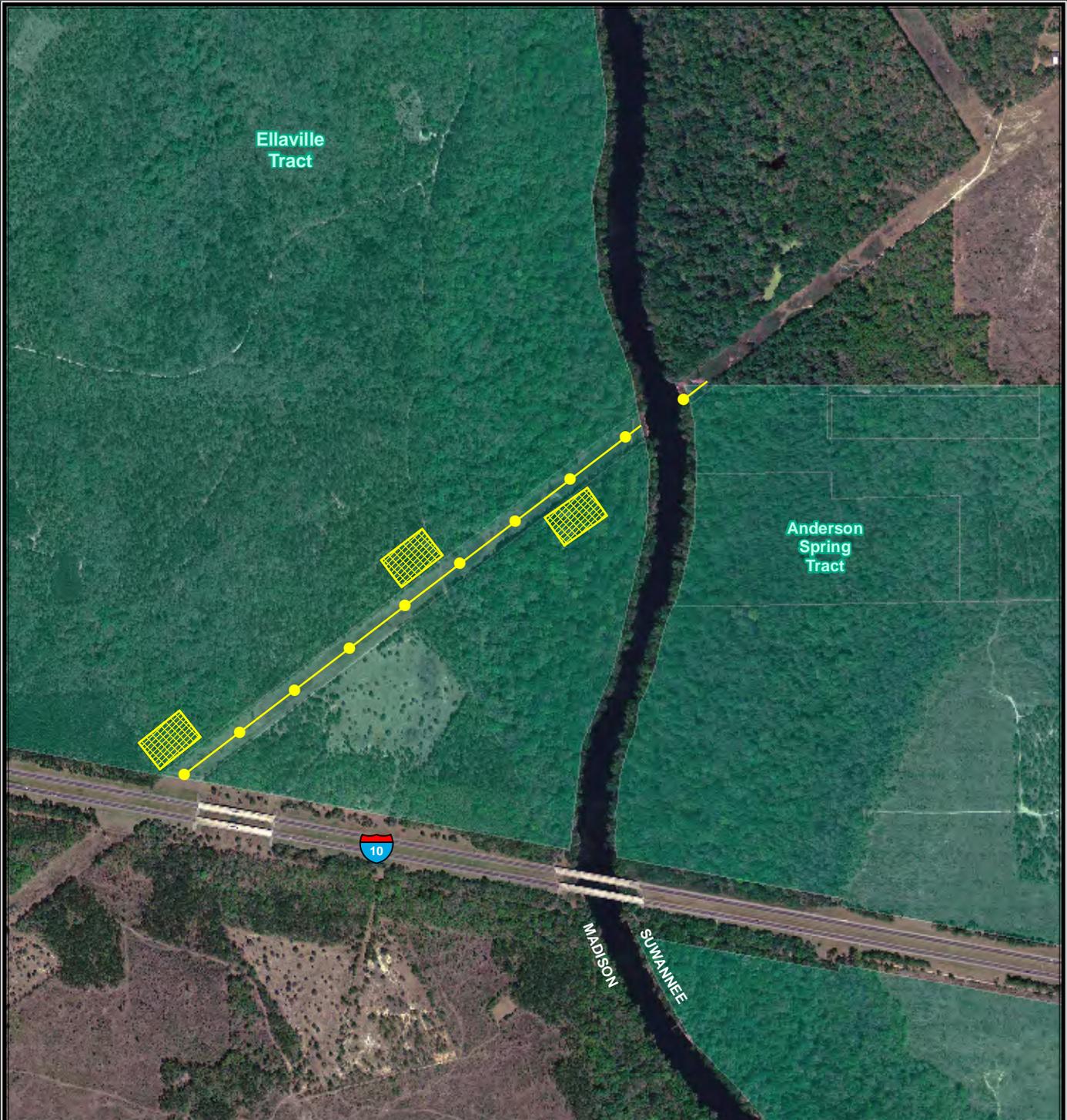


**Florida Gas Transmission Co.
129 Bridge Tract
Gilchrist County, FL**



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. Gilchrist 2006 NC 1FT Imagery

PM: TD
GIS: GBH
PD: 03/12/2010



-  FGTC Line
-  Temporary Work Area
-  SRWMD Lands



Florida Gas Transmission Co.
 Ellaville Tract & Anderson Spring Tract
 Madison & Suwannee Counties, FL



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. DOQQ 2004 NC 1FT Imagery

PM: TD
 GIS: GBH
 PD: 03/12/2010

Prepared by/Return to:
William J. Haley, Esq.
Brannon, Brown,
Haley & Bullock, P.A.
P.O. Box 1029
Lake City, Florida 32056-1029

EASEMENT

THIS EASEMENT ("Easement") is made and entered into this ____ day of _____, 2010, by and between **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 CR 49, Live Oak, Florida 32060 (hereinafter referred to as "GRANTOR"), and **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, authorized to transact business in the State of Florida, under Document Number M06000004925, having a mailing address of 5444 Westheimer Road, Houston, Texas 77056-5306 (hereinafter referred to as "GRANTEE") (Wherever used herein, the term "Easement" shall mean this document and the Easements granted hereunder.)

WITNESSETH:

That the said GRANTOR, for and in consideration of the sum of \$1.00, and other valuable considerations, in hand paid by the said GRANTEE, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said GRANTEE and to its successors and assigns, the non-exclusive right, privilege and long term easements ("Permanent Easements") to reconstruct, operate and maintain underground natural gas transmission pipelines and appurtenances that relate to the property under, through and across the lands lying and being in the Counties of **Madison and Suwannee**, and Temporary Easements ("Temporary Easements") to be used for a short term, on lands lying and being in the Counties of **Madison, Suwannee, and Gilchrist**, State of Florida, both the Permanent Easements and the Temporary Easements are described in Exhibit "A" attached hereto.

1. TITLE DISCLAIMER: GRANTOR does not warrant or guarantee any title, right or interest in or to the property described in Exhibit "A" attached hereto.

2. PERMANENT EASEMENTS:

A. The term of the Permanent Easements for the property described in Exhibit A attached hereto shall be for a period of fifty (50) years commencing on _____, 2010 and ending on _____.

B. GRANTOR does grant to GRANTEE the option to extend the Permanent Easements by giving GRANTOR a written notice that GRANTEE is exercising this option not more than one (1) year nor less than ninety (90) days prior to the end of the fifty (50) year term. All of the terms and conditions of the extended term of the Permanent Easements shall be as agreed upon by the parties and in the event they are unable to agree prior to the termination of the primary fifty (50) year term, the Permanent Easements shall terminate at the end of the fifty (50) year term.

3. TEMPORARY EASEMENTS: GRANTOR hereby grants unto GRANTEE non-exclusive Temporary Easements over and across the lands described in Exhibit B pursuant to the following terms and conditions:

A. The term of the Temporary Easements shall be for five (5) years, commencing on _____, 2010 and terminating on _____.

B. The Temporary Easements shall be for GRANTEE'S use during the construction of pipelines and appurtenances located on the Permanent Easements and as otherwise needed by GRANTEE during the construction of the pipeline and appurtenances. The use of the Temporary Easement shall comply with the other terms of this Easement where applicable.

4. USE OF PROPERTY AND UNDUE WASTE: This Easement shall be limited to the construction, operation, repair, replacement, removal and maintenance of pipelines and appurtenances thereto, upon and across both the Easement Areas described herein ("Easement Areas") during the terms of this Easement. This Easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the Easement Areas which do not unreasonably interfere with GRANTEE'S exercise of these Easements and further retains the right to grant compatible uses to third parties during the terms set forth above.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the Easement Areas during the term of this Easement. GRANTEE shall not remove water from any source on the Easement Areas, including, but not limited to, a water course, reservoir, spring, or well, without the prior written consent approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris resulting from GRANTEE'S operations, including, but not limited to containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in such a manner as to leave the work locations clean and free of any such debris. GRANTEE shall not dispose of contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations, on the Easement Areas or on any adjacent land or in any manner not permitted by law.

Any timber removed or sold from the Easement Areas, shall be accounted for to GRANTEE and GRANTOR shall be paid the net proceeds from the sale within thirty (30) days of the cutting and removal.

Upon termination or expiration of both the Permanent Easements and the Temporary Easements, GRANTEE shall restore the Easement Areas to substantially the same condition it was upon the effective date of this Easement. GRANTEE agrees that upon termination of this Easement, all authorization granted hereunder shall cease and terminate.

5. PAYMENT: For the Easements, GRANTEE shall pay \$14,692, which payment shall be made by draft payable to the Suwannee River Water Management District prior to the final execution of this Easement.

6. ASSIGNMENT: This Easement shall not be assigned in whole or in part without the prior written consent of GRANTOR, which shall not be unreasonably withheld. Any assignment shall not release Florida Gas Transmission Company, LLC from its liability and obligations under this Easement. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

7. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times, at their own cost, risk and expense, to inspect the Easements and the works and operations of GRANTEE in any matter pertaining to the Easements.

8. BINDING EFFECT AND INUREMENT: This Easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by GRANTOR to any assignment of this Easement or any interest therein by GRANTEE.

9. INDEMINITY: GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless GRANTOR from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this Easement, including its attorneys and professional assistance costs.

10. COMPLIANCE WITH LAWS: GRANTEE agrees that this Easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States, or any political subdivision or agency of either having jurisdiction over the premises and GRANTEE'S operations.

11. VENUE PRIVILEGES: GRANTOR and GRANTEE agree that GRANTOR has venue privilege as to any litigation arising from matters relating to this Easement.

Any such litigation between GRANTOR and GRANTEE shall be initiated and maintained only in Suwannee County, Florida.

12. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this Easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on District-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

13. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee Title to the Easement Areas is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property interest of GRANTOR, including, but not limited to, mortgages or construction liens against the Easement Areas or against any interest of GRANTOR therein.

14. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this Easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

15. **SOVEREIGNTY SUBMERGED LANDS:** This Easement does not authorize the use of any lands located waterward of the ordinary high water line of the Santa Fe and Suwannee Rivers.

16. **ENTIRE UNDERSTANDING:** This Easement sets forth the entire understanding between the parties and shall only be amended by an instrument which is executed by GRANTOR and GRANTEE.

17. **TIME:** Time is of the essence of this Easement.

18. **ATTORNEYS' FEES:** GRANTEE shall pay all costs, charges and expenses, including attorneys' fees and appellate attorneys' fees, in connection with any dispute arising out of this Easement, including, without limitation, any costs and fees incurred or paid by GRANTOR because of failure on the part of GRANTEE to comply with and abide by each and every one of the stipulations, agreements, covenants and conditions of this Easement, or incurred by GRANTOR in seeking any remedy available to GRANTOR as a result of such failure by GRANTEE.

19. **DEFAULT:** Should GRANTEE, at any time during the term of this Easement, (a) suffer or permit to be filed against it an involuntary, or voluntary, petition in bankruptcy or institute a composition or an arrangement proceeding under Chapter X or XI of the Chandler Act; or (b) make any assignments for the benefit of its creditor; or (c) have a receiver or trustee appointed for its property because of GRANTEE'S insolvency, and the said appointment not vacated within 30 days thereafter; or have its Easement interest levied on and the lien thereof not discharged within 30 days after

said levy has been made; or (d) fail promptly to make the necessary returns and reports required of it by state and federal law; or (e) fail promptly to comply with all governmental regulations, both state and federal; or (f) fail to comply with any of the terms and conditions of this Easement and such failure shall in any manner jeopardize the rights of GRANTOR; then, in such event, and upon the happening of either or any of said events, GRANTOR shall have the right, at its discretion, to consider the same a default on the part of GRANTEE of the terms and provisions hereof.

20. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the Easement Areas or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this Easement as a direct result of the construction, maintenance, operation, inspection, repair, replacement or removal of the pipeline by GRANTEE.

21. AUTOMATIC REVERSION: During the term of the Permanent Easements and Renewal thereof, and the Temporary Easements, this Easement is subject to automatic reversion to GRANTOR when this Easement is not used for the purposes outlined herein for a consecutive period of two (2) years, and any costs or expenses arising out of the implementation of this cause shall be borne completely, wholly and entirely by GRANTEE.

22. GOVERNING LAW: This Easement shall be governed by and interpreted according to the laws of the State of Florida.

23. SPECIAL CONDITIONS: The following special conditions shall apply to this Easement:

A. GRANTEE shall gate and fence the pipeline right of way and prohibit general public vehicular access to the Permanent Easement Areas. GRANTEE shall coordinate prior, during and after construction with GRANTOR regarding the location and type of fencing and provisions for access by GRANTOR. GRANTEE shall erect permanent signs to delineate the bounds of the Permanent Easement Areas and if needed delineation of various maintenance and construction zones.

B. GRANTEE shall control all erosion with the Easement Areas and any of GRANTOR'S roads used by GRANTEE for access. GRANTEE shall exercise due care in its maintenance, operation and repair of the pipeline so as not to damage the surface of GRANTOR'S Easement Areas or adjoining lands. If GRANTOR determines that GRANTEE'S operation, maintenance or repair activities have caused damage to the surface in the nature of holes, ditches, ruts or other damage caused by the operation of trucks, cars, or equipment, then GRANTOR may request that GRANTEE construct an access road along the length of the Easement Areas so that access may be maintained during periods

of soil saturation. If GRANTOR makes such a request, then GRANTEE shall, subject to obtaining required permits and approvals, construct and maintain an access road along the length of the Easement Areas in a manner approved by GRANTOR so that access can be maintained during periods of soil saturation.

C. GRANTEE shall prepare a restoration plan, for implementation at GRANTEE'S sole expense, for the Easement Areas, acceptable to GRANTOR, prior to beginning construction. GRANTEE shall report annually to GRANTOR of the success of the restoration efforts in the Easement Areas. The reports shall continue for a maximum of five (5) years and identify soil treatments, and floral species planted or otherwise established within the Easement Areas. Success criteria including survival, percent vegetation cover established, similarity to adjacent undisturbed lands shall be developed and reported on. Exotic plants must be eliminated from the Easement Areas. Re-vegetation will be considered successful when the native vegetation is considered similar in density and species composition to adjacent similar lands. If after five (5) years re-vegetation is considered unsuccessful by GRANTOR, then GRANTEE and GRANTOR shall coordinate to implement the general requirements contained in the Final Environmental Impact Statement (EIS) prepared by the Federal Energy Regulatory Commission for GRANTEE'S Phase III Expansion Project.

D. Restoration of wetland areas shall comply with the requirements for re-vegetation contained in the Florida Department of Environmental Protection permit and EIS.

E. GRANTEE shall control erosion and maintain the Easement Areas at GRANTEE'S expense to the satisfaction of GRANTOR for the term of this Easement.

F. GRANTEE agrees to provide GRANTOR with a survey of the Easement Areas that complies with GRANTOR'S "Survey Standards" including marking the Easement Areas in the field. This survey project will be completed within ninety (90) calendar days of completion of pipeline construction.

G. GRANTEE shall self insure or obtain and maintain, at its expense, during the term of construction activities authorized under this Easement, public liability insurance in the amounts of one hundred thousand and no cents (\$100,000.00) per person, three hundred thousand dollars and no cents (\$300,000.00) per occurrence for bodily injury, and one hundred thousand dollars and no cents (\$100,000.00) for property damage, automobile liability insurance in the same amounts, and workers' compensation insurance in the amount required by Florida law, with companies authorized to do business in Florida, all of which shall be subject to GRANTOR'S approval. Certificates of coverage showing evidence of such required insurance or self insurance shall be furnished to GRANTOR prior to GRANTEE'S commencing of any work hereunder. All certificates of coverage shall provide for thirty (30) day's prior written notice to

GRANTOR before being cancelled for whatever cause by the insurer. In the event GRANTEE self insures, GRANTEE shall furnish proof of the self insurance plan, which must meet GRANTOR'S requirements, failing which GRANTOR shall then obtain insurance.

H. GRANTEE shall furnish GRANTOR, prior to any construction activities, a cashier's check, performance bond, or irrevocable letter of credit, from a Florida financial institution or surety or a financial institution or surety authorized to do business in the State of Florida acceptable to GRANTOR and valid for six (6) months after the termination of any construction authorized by this Easement, in the amount of Fifty Thousand and No/100 Dollars (\$50,000), conditioned to insure GRANTEE'S performance of its obligations under this Easement. Said cashier's check, performance bond, or letter of credit shall be returned to GRANTEE at the termination of construction, provided GRANTEE is not in default and all the terms and conditions hereof have been complied with to the satisfaction of the GRANTOR.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the date and year set forth herein above.

Signed, sealed and delivered
in the presence of:

"GRANTOR"

**SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**

Print Name: _____

By: _____

Don Quincy, Jr.
Chairman

Print Name: _____

Attest: _____

Georgia Jones
Secretary/Treasurer

Reviewed as to conformance to
District budgetary and administrative
procedures:

Approved as to form and legality:

Joe Flanagan
Director of Land Acquisition and Management

By: _____
William J. Haley, Legal Counsel

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by Don Quincy, Jr. and _____, as Chairman and Secretary/Treasurer, respectively, of the Governing Board of the Suwannee River Water Management District, a Florida Statutes Chapter 373 Water Management District, on behalf of said District, who are personally known to me or whom produced Florida Drivers' Licenses as identification.

Print Name: _____
Notary Public - State of Florida
Commission No.: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the date and year set forth herein above.

Signed, sealed and delivered
in the presence of:

“GRANTEE”

**FLORIDA GAS TRANSMSSION
COMPANY, LLC**, a Delaware
limited liability company

Print Name: _____

Print Name: _____

By: _____
Name: _____
Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by _____, as Manager, of Florida Gas Transmission Company, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me or whom produced _____ as identification.

Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

MEMORANDUM

TO: Governing Board

FROM: Brian Kauffman, Facilities Director

THRU: David Still, Executive Director *DS*
Joe Flanagan, Director of Land Acquisition and Management *JF*

DATE: March 15, 2010

RE: Approval to Negotiate Cellular Tower Lease

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to negotiate a cellular tower lease with American Tower Corporation.

BACKGROUND

The District manages approximately 20,000 acres of publicly-owned land in and around the Steinhatchee Wildlife Management Area. The lack of cellular service in this region severely hampers the District's operations and public safety. Visitors to the R.O. Ranch Park frequently complain about the lack of cellular service. Both the Lafayette County Board of County Commissioners and the R.O. Ranch Board of Directors recently asked staff to investigate options to increase cellular service.

On February 1, the District issued a Request for Proposals (RFP) for lease of a cellular communication tower site in the Cooks Hammock region of Lafayette County. By the March 4 deadline, the District received two proposals, one from American Tower Corporation (ATC) and another from Tower Economics Company, Incorporated (TEC). The selection committee carefully reviewed both proposal and ranked ATC as number one and TEC as number two.

Both companies offered to build a tower at their cost if a tenant was found. However, ATC proposes to pay the District \$5,000 for a two-year option to lease while they determine tower locations and find tenants. Each tower location must be approved by the District and would have a separate \$1,000/month lease that would increase 3% a year. When more than one tenant locates on a tower, ATC would pay the District 10% of the revenue generated by the second tenant. In contrast, TEC would pay the District 25% of the revenue generated by rental of the tower. The selection committee felt that ATC offered the best-quantified option and ranked their proposal as number one.

gal

cc: Charles H. Houser III, Assistant Executive Director
023-00010

MEMORANDUM

TO: Governing Board

FROM: Beau Willsey, Environmental Scientist

THRU: David Still, Executive Director *DS*
Joe Flanagan, Director of Land Acquisition and Management *JF*
Bob Heeke, Sr. Land Resources Manager *BH*

DATE: March 11, 2010

RE: Non-native, Invasive Weed Control Services Ranking

RECOMMENDATION

Staff requests the Governing Board approval of the ranking below and authority to negotiate and execute contracts with Progressive Solutions LLC for an amount not to exceed \$15,000.

BACKGROUND

On February 9, 2010, staff released RFP 09/10-018 for Non-native, Invasive Weed Control services on District lands. The contractor will provide all labor and equipment needed to mechanically and chemically control invasive weeds. Responses were received from seven firms as shown on the attached recap.

The Selection Committee of Charlie Houder, Melanie Roberts and Joe Flanagan met March 10, 2010, to review the proposals and develop the rankings below:

<u>Ranking</u>	<u>Firm</u>	<u>City</u>
1.	Progressive Solutions, LLC	Jay, FL
2.	NaturChem, Inc.	Lake City, FL
3.	Mitigation Resources, LLC	Clermont, FL

Of the proposals submitted, Progressive Solutions, LLC was ranked number one by the Selection Committee in terms of qualifications and cost-effectiveness. Principals of the LLC are Michael Economopoulos and Reynolds L. Atkins. The selection criterion, as noted in the RFP, was to search for the best value to the District amongst the submitted proposals. Proposals were compared on price, contractor experience on public lands and satisfaction of the listed references to successfully treat and control invasive weeds on public lands.

The total value of these projects in the FY 10 budget is \$15,000.

cc: Charles H Houder III
RFP 09/10-018

Request for Proposals 09/10-018 LM
 Non-native, Invasive Weed Control
 11:00 a.m. March 2, 2010

Contractor	Licensed Crew Supervisor	Previous Work Experience on State Lands	3 references	Supervisor Rate	Crew Rate	ORV Rate	Small Engine Rate	Mounted Sprayer Rate
NaturChem	Y	Y	Y	\$ 45.00	\$ 25.00	\$ 25.00	\$ 5.50	\$ 40.00
Arazoza Bros	Y	N	Y	\$ 65.00	\$ 22.50	\$ 15.00	\$ 5.00	\$ 5.00
Progressive Solutions	Y	Y	Y	\$ 27.98	\$ 15.93	\$ 5.22	\$ 2.08	\$ 7.89
Mitigation Resources	Y	N	Y	\$ 45.00	\$ 19.00	\$ 25.00	\$10.00	\$ 30.00
Envrmtl. Services	Y	N	Y	\$ 76.00	\$ 56.00	\$ 75.00	\$25.00	\$ 25.00
FL Veg Mgt	Y	Y	Y	\$ 32.50	\$ 19.50	\$ 38.50	\$32.00	\$ 20.00
JD Sunny Isle	Y	Y	Y	\$ 35.00	\$ 50.00	\$ 15.00	\$37.50	\$ 50.00

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Sr. Land Resources Manager *BH*
THRU: David Still, Executive Director *DS*
Joe Flanagan, Director of Land Acquisition and Management *JF*
DATE: March 16, 2010
RE: License to Cut Timber with Harley Forest Products, LLC, for the Steinhatchee #5 Timber Sale

RECOMMENDATION

Staff requests authorization for the Executive Director to execute a license to cut timber with Harley Forest Products, LLC, for the Steinhatchee #5 Timber Sale. Harley bid \$13.16/ton for pine pulpwood and topwood and \$17.70/ton for pine chip-n-saw.

BACKGROUND

Staff advertised a request for bids for the Steinhatchee #5 Timber Sale on March 1, 2010. Located in Lafayette County, this is a thinning operation on approximately 155 acres of planted slash pine plantation. It is a pay-as-cut sale.

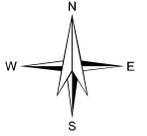
Five responses were received by March 15, 2010, as listed below, and the estimated revenues are shown.

<u>Company Name</u>	<u>Estimated Revenue</u>
Harley Forest Products, LLC	\$187,956
Van Aernam Timber Mgt.	\$158,022
M.A. Rigoni, Inc.	\$153,375
Nature Coast Timber	\$138,869
J D Sunny Isle, Inc.	\$45,395

Harley Forest Products, LLC, was the high bidder for this timber sale. Principal of the LLC is Allen J. Harley. Total revenue from this sale should be between \$171,000 and \$205,000. Using the volume estimates by timber product, the anticipated revenue is \$187,956.

gal
cc: Charlie Houder

SRWMD - 2010 TIMBER SALES
 TRACT - STEINHATCHEE SPRINGS SALE # 5
 LAFAYETTE CO., FLORIDA
 TOTAL ACRES - 155.44
 5TH ROW THINNING - LEAVE TREES MARKED



LEGEND

SRWMD - 2010 TIMBER SALES

- SALE #5 BOUNDARIES
- SRWMD BOUNDARIES
- COUNTY LINES



1:198,000

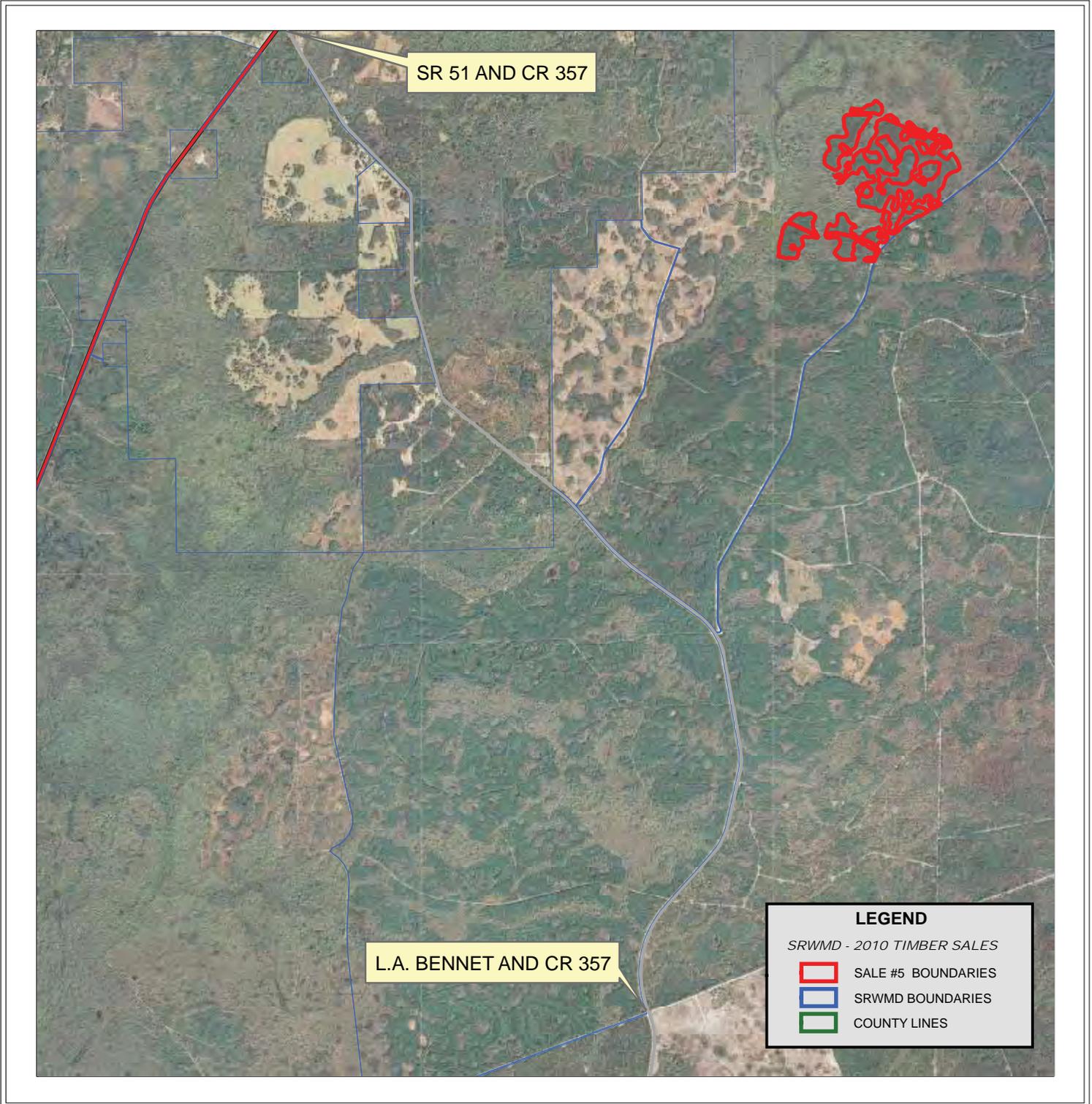
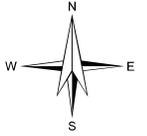
PROJECTION: NAD 83, STATE PLANE, FLORIDA NORTH, FEET

NOTE: ACREAGE WAS DETERMINED ON THIS MAP THROUGH THE USE OF GLOBAL POSITIONING SYSTEMS (GPS) AND/OR GEOGRAPHIC INFORMATION SYSTEMS (GIS). THIS MAP IS NOT A SURVEY. THEREFORE, ACREAGE ON THIS MAP AND ANY SUBSEQUENT REPORT SHOULD BE VIEWED AS AN APPROXIMATION. FURTHERMORE, THE USE OF ANY OF THESE ACREAGES IN NEGOTIATIONS, SALES, OR CONTRACTUAL AGREEMENTS IS ENTIRELY AT THE RISK OF THE BUYER AND SELLER. REPRODUCTION OF OR EDITING OF THIS MAP IS FORBIDDEN WITHOUT EXPRESS WRITTEN PERMISSION OF THE FORESTRY COMPANY.

LAM 70

THE FORESTRY COMPANY
 JOHN BOGUE
 502 W. GREEN ST.
 PERRY, FL. 32347
 (850) 584 8887
 01/07/10

SRWMD - 2010 TIMBER SALES
 TRACT - STEINHATCHEE SPRINGS SALE # 5
 LAFAYETTE CO., FLORIDA
 TOTAL ACRES - 155.44
 5TH ROW THINNING - LEAVE TREES MARKED



1:47,520

PROJECTION: NAD 83, STATE PLANE, FLORIDA NORTH, FEET

NOTE: ACREAGE WAS DETERMINED ON THIS MAP THROUGH THE USE OF GLOBAL POSITIONING SYSTEMS (GPS) AND/OR GEOGRAPHIC INFORMATION SYSTEMS (GIS). THIS MAP IS NOT A SURVEY. THEREFORE, ACREAGE ON THIS MAP AND ANY SUBSEQUENT REPORT SHOULD BE VIEWED AS AN APPROXIMATION. FURTHERMORE, THE USE OF ANY OF THESE ACREAGES IN NEGOTIATIONS, SALES, OR CONTRACTUAL AGREEMENTS IS ENTIRELY AT THE RISK OF THE BUYER AND SELLER. REPRODUCTION OF OR EDITING OF THIS MAP IS FORBIDDEN WITHOUT EXPRESS WRITTEN PERMISSION OF THE FORESTRY COMPANY.

LAM 71

THE FORESTRY COMPANY
 JOHN BOGUE
 502 W. GREEN ST.
 PERRY, FL. 32347
 (850) 584 8887
 01/07/10

MEMORANDUM

TO: Governing Board

FROM: Edwin McCook, Land Management Specialist 

THRU: David A. Still, Executive Director 
Joe Flanagan, Director of Land Acquisition and Management 
Bob Heeke, Senior Land Resources Manager 

DATE: March 16, 2010

RE: Addition of the Devaney Acquisition to the Mallory Swamp Wildlife Management Area

RECOMMENDATION

Staff requests authorization to amend the contract with Florida Fish and Wildlife Conservation Commission (FWC) to add the Devaney acquisition to the Mallory Swamp Wildlife Management Area (WMA).

BACKGROUND

The 1,038-acre Devaney parcel was acquired in 2005. It is located west of the Crapps Tower Grade and north of the L. A. Bennett Grade. District staff has conferred with FWC Staff, and they support this addition to the Mallory Swamp WMA. The same rules and regulations would apply to Devaney acquisition as are currently in effect for the Mallory Swamp WMA.

gal
cc: Charlie Houser

MEMORANDUM

TO: Governing Board

FROM: Scott Gregor, Natural Resource Specialist *SG*

THRU: David Still, Executive Director *DS*
Joe Flanagan, Director Land Acquisition and Management *JF*
Bob Heeke, Senior Land Resources Manager *BH*

DATE: March 15, 2010

RE: Increase in Prescribed Fire Budget

RECOMMENDATION

Staff recommends the Governing Board provide authorization to increase the prescribed burning budget for the following two firms: Natural Resource Planning Services (NRPS) by \$40,000 with a new not to exceed of \$140,000 and The Forestry Company (TFC) by \$100,000 with a new not to exceed of \$200,000 and authorize staff to execute contract amendments for these amounts.

BACKGROUND

Prescribed burning is one of the most important and cost effective management activities occurring on District land. This practice is instrumental in helping the District meet its vegetation management and natural community restoration goals as well as protecting against the damaging effects of wildfire.

Current weather patterns continue to provide optimal burning conditions which should allow contractors to continue their momentum as we move into the growing season. Additional funds would be applied to growing season burns on smaller tracts containing sandhill habitat and also on Mallory Swamp.

Crews with the Florida Division of Forestry (FLDOF) continue to work at full capacity and have already exceeded their FY2010 target acreage on Twin Rivers State Forest (TRSF) by approximately 75%.

NRPS has currently expended approximately 77% of their budget and is projected to expend the balance by the end of the dormant season. Additional funds would be used during the growing season and applied to smaller tracts containing sandhill habitat. The Forestry Company has expended approximately 57% of their budget and is projected to expend the balance by the end of the dormant season. Additional funds would be used on the Mallory Swamp tract when conditions dry out later in the year.

The status of all contractors and agencies is listed below in Tables 1 and 2.

Funding for this increase would come from surplus timber sale revenue and is contingent on approval of the Governing Board.

Table 1. Contractor Status 3/15/2010

SRWMD RxFire Contractors	FY 2010 Budget	FY 2010 Budget Increase	TOTAL FY 2010 Budget	Acres Complete (approx.)	Remaining Budget (approx.)	% Expended (approx.)
B&B Dugger	\$40,000	\$50,000	\$90,000	1,916	\$5,715	94%
Natural Resource Planning Services	\$100,000	\$0	\$100,000	1,701	\$23,455	77%
The Forestry Company	\$100,000	\$0	\$100,000	775	\$43,027	57%
Wildlands Fire Services	\$200,000	\$75,000	\$275,000	4,540	\$28,225	90%
TOTAL	\$440,000	\$125,000	\$565,000	8,932	\$100,422	

Table 2. Agency Status 3/15/2010

Agency	2010 Target Acres	Acres Complete (approx.)
SRWMD	8,500	8,932
FLDOF (TRSF)	2,000	3,494
TOTAL	10,500	12,426

gal
 Contract 08/09-043
 Contract 08/09-045
 cc: Charlie Houder

MEMORANDUM

TO: Governing Board

FROM: Beau Willsey, Environmental Scientist *BSW*

THRU: David A. Still, Executive Director *DS*
Joe Flanagan, Director of Land Acquisition and Management *JF*
Bob Heeke, Senior Land Resources Manager

DATE: March 15, 2010

RE: Renewal of Contract 07/08-205 with Florida Best, Inc., for Hand Application of Chemical Herbicides to Control Hardwood Encroachment

RECOMMENDATION

Staff recommends authorizing the Executive Director to renew the contract with Florida Best, Inc. for controlling hardwood resprout and encroachment on approximately 400 acres of upland communities during FY2010. The cost for this service shall not exceed \$60,000.

BACKGROUND

Excessive hardwood encroachment on upland, pine dominated sites reduces the effectiveness of prescribed fire, competes with more desirable tree and groundcover resources for nutrients, and limits achieving land management objectives. The District selected Florida Best, Inc. during FY2008 to use hand tools to control hardwood encroachment and resprouting on District lands. Florida Best performed all work satisfactorily during FY08 and is willing to use the same rates detailed within the initial contract.

District policies allow for renewal of contracts if rates remain the same and contractor has provided good service. If approved, this will be the first renewal of the contract for herbicide hand application with Florida Best, Inc. Funds have been appropriated under budget code 132586631000209004

gal

SRWMD Contract # 07/08-205

cc: Charlie Houder

MEMORANDUM

TO: Governing Board

FROM: Beau Willsey, Environmental Scientist *BSW*

THRU: David A. Still, Executive Director *DS*
Joe Flanagan, Director of Land Acquisition and Management *JF*
Bob Heeke, Senior Land Resources Manager *BH*

DATE: March 4, 2010

RE: Renewal of Contract 08/09-023 with International Forestry Company, Inc. for FY 2011 Pine Seedling Production

RECOMMENDATION

Staff recommends authorizing the Executive Director to renew the contract with International Forestry Company Inc. for growing, harvesting, packaging, and delivering 364,000 containerized longleaf pine seedlings for the 2011 planting season. The cost for the production and delivery shall not exceed a fee of \$55,500.

BACKGROUND

International Forestry Company successfully produced last winter's planting stock of containerized longleaf pine seedlings and is willing to use the same unit rates for this year's delivery and seedling cost.

Based on performance and overall health and vigor of the seedlings planted the previous two years, staff is confident with the continuation of International's services for the production of this winter's seedlings. The rate will remain the same at \$149/thousand for containerized longleaf with \$5.00/mile for delivery.

If approved, this will be the first renewal of the contract for containerized longleaf pine seedling production with International Forestry Company Inc. During FY10 a sub-\$6,000 contract (09/10-031) was awarded to International Forestry for similar services. Funds have been appropriated under budget code 132586631000209003

cc: Charlie Houser
SRWMD Contract # 08/09-023

MEMORANDUM

TO: Governing Board

FROM: Beau Willsey, Environmental Scientist *BSW*

THRU: David A. Still, Executive Director *DS*
Joe Flanagan, Director of Land Acquisition and Management *JF*
Bob Heeke, Senior Land Resources Manager *BH*

DATE: March 2, 2010

RE: Renewal of Contract 08/09-107 with Dwight Stansel Farm & Nursery for
FY 2011 Seedling Production

RECOMMENDATION

Staff recommends authorizing the Executive Director to renew the contract with Dwight Stansel Farm & Nursery for growing, harvesting, packaging, and delivering 581,000 bare root slash for the 2011 planting season. The cost for the production and delivery shall not exceed \$23,000.

BACKGROUND

Stansel Farm & Nursery successfully produced last winter's planting stock of pine seedlings and is willing to use the same unit rates for this year's delivery and seedling cost.

Based on performance and overall health and vigor of the seedlings planted the previous two years, staff is confident with the continuation of Stansel's services for the production of this winter's seedlings. The rate will remain the same at \$39/thousand for slash with \$2.50/mile for delivery.

If approved, this will be the second renewal of the current contract for seedling production with Stansel's Farm and Nursery. Funds have been appropriated under budget code 132586631000209003

cc: Charlie Houser
SRWMD Contract # 08/09-107

MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Senior Land Resource Coordinator 

THRU: David Still, Executive Director 
Joe Flanagan, Director of Land Acquisition and Management 

DATE: March 17, 2010

RE: Approval to Rescind Program Directive 99-01 LA

RECOMMENDATION

Staff recommends the rescission of District Program Directive 99-01 LA entitled *Procedures for Acquisition of Inholding and Addition Properties*.

BACKGROUND

The purpose for this 1999 Program Directive was to set criteria for the consideration of offers of real property containing 40 acres or less and to outline a procedure to expedite the disposition of such offers. The Directive was modified in March 2004 to allow this streamlined acquisition procedure on properties where the total asking price was less than \$100,000 and 40 acres or less.

Recent Governing Board discussions of small parcels indicated to staff that this Directive was no longer in the best interests of the District. All potential real property acquisitions, no matter the size or price, will be brought before the Governing Board for permission to begin the acquisition process.

/gal
enclosure

PROGRAM DIRECTIVE

NUMBER: 99-01 LA DATE: _____

SUBJECT: Procedures for Acquisition of Inholding and Addition Properties

Purpose: To set criteria for the consideration of offers of real property containing 40 acres or less, and to outline a procedure to expedite the disposition of such offers.

Typically, the District can accomplish its land acquisition goals most efficiently and effectively by pursuing the largest floodplain and wetland parcels available. The unit cost often rises significantly and the resource benefit may become questionably low for parcels of 40 acres or less. However, small parcels may on occasion contain highly valuable natural resources or improve the value of the existing ownership, and may be acquired at a reasonable price from willing sellers.

The Suwannee River Water Management District will consider the purchase of parcels of less than 40 acres in size if they are contiguous with existing District ownership and either:

- Provide additional protection for natural resources, or
- Improve the District's ability to manage its lands.

The fee owner of the property must control at least 50% of the mineral interests. Third party control of more than a 50% share is acceptable if it consists of outstanding royalty rights or interests held by the State of Florida or the federal government.

The property should not be subject to any current or potential assessments by a homeowners association or similar entity.

A streamlined acquisition procedure may be used in cases where the subject property meets the guidelines listed above and the total asking price is less than \$50,000. Upon determining that the offer meets these conditions, staff will:

- Have a form or letter appraisal prepared by either the Land Acquisition Specialist or an appraiser from the District's approved list.
- Submit to the landowner an offer at an amount not-to-exceed the appraised fair market value, along with an option approved by Board counsel.

If the offer is accepted by the landowner, conduct a public hearing and present the proposed purchase to the Governing Board for consideration

MEMORANDUM

TO: Governing Board

FROM: Terry Demott, Sr. Land Resource Coordinator 

THRU: David Still, Executive Director 
Joe Flanagan, Director of Land Acquisition and Management 

DATE: March 18, 2010

SUBJECT: Activity Report, Land Acquisition

The attached report summarizes the status of current projects and describes significant activities of staff for the preceding month. Staff will be prepared to address any tracts of particular interest the Board may wish to discuss at the April 13, 2010, Governing Board meeting.

gal
cc: Charles H. Houder III, Deputy Executive Director
007-00035

PROJECTS UNDER CONTRACT	STATUS
Dixie County/Guaranto Springs Addition 17 acres and 0.7 acres	These properties were approved for detailed assessment on April 14, 2009. Closing is being extended until April 19, 2010.
APPROVED PROJECTS	STATUS
Guerry, Brian Surplus Property Exchange Columbia County	Governing Board approval was received October 13, 2009, to begin discussions with the Guerry family. Timber appraisals are complete, and land appraisals will be completed on April 11, 2010.
Jackson, Kevin & Patrice/ Jackson CE Lafayette County 150 acres +/-	This property was approved for detailed assessment on May 14, 2009. Board approval for acquisition will be recommended on April 13, 2010.
Limited Access Properties Inc./ Gilchrist Regional Well Field Gilchrist County 125 acres +/-	This property was approved for detailed assessment on April 14, 2009. Title work and appraisal reports have been received. Negotiations will not begin pending successful acquisition of another parcel for the well field.
N.G. Wade Investment Co./ Gilchrist Regional Wellfield Gilchrist County 105 acres +/-	This property was approved for detailed assessment on May 14, 2009. Board approval for acquisition will be recommended on April 13, 2010.
Osceola Land & Timber/ Santa Fe CE Alachua County 463 acres +/-	The Alachua County Forever program has agreed to be a 25% purchase partner in this project. A public hearing has been scheduled for the April 13, 2010, meeting of the Governing Board to consider purchase approval.
Sante Fe River Hammock LLC/ Santa Fe River Hammock CE Bradford County 176 acres +/-	Terms of a conservation easement have been agreed to with the landowner, and legal counsel has finalized the conservation easement document. Appraisals were completed on March 5, 2010 and are being reviewed by our contract review appraiser.

<p>Suwannee River Development LLC/Ace Ranch CE Lafayette County 694 acres +/-</p>	<p>On April 14, 2009, this property was approved for detailed assessment of a conservation easement. Staff and owners agreed on the easement document, and a formal offer was presented to the landowner December 7, 2009. Acquisition of this conservation easement was denied by the Governing Board at its March 9, 2010, meeting.</p>
<p>Taylor, Gary & Peggy/Gilchrist Regional Well Field Gilchrist County 260 acres +/-</p>	<p>This property was approved for detailed assessment on April 14, 2009. Title work and appraisal reports have been received. Negotiations will not commence pending successful acquisition of another parcel for the well field.</p>

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Senior Land Resources Manager *BH*
THRU: David A Still, Executive Director *DS*
Joe Flanagan, Director of Land Acquisition and Management *JF*
DATE: March 17, 2010
SUBJECT: Land Management Activity Report

ADMINISTRATION

A town meeting was held March 11 in Lafayette County to address citizens' concerns regarding hydrology and District management activities in the Steinhatchee Basin. Approximately 45 members of the public attended.

REAL PROPERTY MANAGEMENT

Annual reviews of the following conservation easements were conducted. All areas were found to be in compliance with the conservation easement documents.

- Saunders/Big Oak Plantation 339 acres in Hamilton County
- Feagin/Platt 274 acres in Jefferson County
- Harrell 912 acres in Suwannee County

An offer of \$80,000 was received for the house and ten acres in Hamilton County declared as surplus. The Governing Board will be asked to accept this offer in May 2010 with the provision that another, higher offer may be accepted under the statutory requirement that a public advertisement must take place. If no higher offers are extended the anticipated closing date is June 1, 2010.

FACILITIES MANAGEMENT

District staff and contractors have been working to upgrade Walker and Ruth Springs Tract. All the cables have been removed and gates installed. Fencing has been installed at the parking area at the Holton Creek Hunter Check Station. The parking lot will serve as a trailhead for the multi use trail system at Holton Creek.

The 47-Bridge Tract camping zone remains closed due to flooding; all other District lands closed due to flooding have reopened.

The first phase of road repair has been completed at Mallory Swamp. Staff will assess the roads for other repair needs.

VISITOR MANAGEMENT

The North Florida Chapter of the Florida Trail Association held their annual IDIDAHIKE on March 13 on the Bell Springs, Falling Creek, Little Shoals, and Gar Pond Tracts.

District staff assisted a group of students from American University from Washington, D.C. with Classroom in the Wild. Classroom in the Wild is an alternative spring break from the University’s Center for Environmental Filmmaking. The group camped at the Adams Tract River Camp and filmed at Mallory Swamp and R. O. Ranch.

The following table shows Special Use Authorizations issued during the last month:

Recreation	Temporary Ingress & Egress	Mallory Swamp ATV Trail	RO Ranch	Goose Pasture Camping	Other	Total
24		0	6	0	0	30

The following table shows Suwannee River Wilderness Trail use during the last month.

River Camp	Day Users	Overnight Users	Total
Woods Ferry			
Holton Creek		46	46
Dowling Park		4	4
Peacock Slough	4	4	8
Adams Tract		19	19
Total	4	73	77

PRESCRIBED FIRE MANAGEMENT

Consistent precipitation in February combined with sufficient drying time provided burn managers with good burning conditions and allowed them to further reduce the back-log of unburned acres. At the current pace, dormant season burning should be complete by the end of next month. Although conditions in Mallory Swamp continue to be wet, activity on this tract is expected to increase in spring and summer as conditions begin to dry out.

Summary Table FY 2010

	2010 Target Acres	Acres Complete
SRWMD	8,500	8,133
DOF TRSF	2,000	3,494
TOTAL	10,500	11,627

Contractors conducting prescribed burns on Suwannee River Water Management District (District) lands this year include: B&B Dugger (B&BD), Natural Resources Planning Service (NRPS), The Forestry Company (TFC) and Wildlands Fire Services (WFS). Also included are acres the Florida Division of Forestry burns on Twin Rivers State Forest (DOF TRSF). The Florida Division of Forestry (DOF COOP) will also provide additional crews to burn on District tracts and Twin Rivers State Forest. District staff will also be conducting burns when possible.

Activity Table (February 2010)

TRACT	COUNTY	WFS	NRPS	TFC	B&BD	SRWMD STAFF	DOF COOP	DOF TRSF	Total Acres
Ellaville	Madison							362	362
Withlacoochee	Hamilton							214	214
Natural Well Branch	Taylor				558				558
Cabbage Grove	Taylor				376				376
Jones Mill Creek	Jefferson				422				422
Natural Well Branch	Taylor			397					397
Mount Gilead	Taylor			379					379
Steinhatchee Springs	Dixie		318						318
Steinhatchee Rise	Dixie		75						75
Big Shoals	Hamilton	238							238
R.O. Ranch	Lafayette	130							130
Steinhatchee Springs	Lafayette	358							358
Gar Pond	Columbia	111							111
Little Shoals	Columbia	105							105
Sandlin Bay	Columbia	439							439
<i>Sub-total for Period</i>		1,381	393	776	1,356	0	0	576	4,482
<i>Previous Acres Burned</i>		2,717	950	0	560	0	1,159	1,759	7,145
FY 2010 Total Acres		4,098	1,343	776	1,916	0	1,159	2,335	11,627

Meteorologists are forecasting the current El Niño condition to persist and possibly strengthen over the next three months. This should continue the pattern of increased precipitation we are experiencing. A complete Florida Division of Forestry Fire weather outlook can be found online at: http://www.fl-dof.com/fire_weather/forecast/seasonal_forecast.html

FOREST MANAGEMENT

The Withlacoochee Timber Sale was harvested by Harley Forest Products. Harvest on this 137-acre timber sale began September 3, 2009, and was completed January 26, 2010. Actual revenue from this timber sale is shown on the table below:

Product	Harvest (Tons)		Product Prices \$/Ton	Income (\$)	
	Originally	Actually		Originally	Actually
	Cruised	Harvested		Cruised	Harvested
Pine Pulpwood	5,190	8,396	\$13.51	\$70,116.90	\$113,427.39
Pine CNS	1,800	113	\$13.51	\$24,318.00	\$1,522.58
Pine Sawtimber	300	239	\$30.00	\$9,000.00	\$7,164.30
Hdwd Pulpwood	1,070	593	\$3.50	\$3,745.00	\$2,074.45
Total	8,360	9,340		\$107,179.90	\$124,188.72
% Actual		111.72%			115.87%

NOTE: Same price for pine pulpwood and CNS so much of the CNS went as pulpwood

gal

cc: Charlie Houder

MEMORANDUM

TO: Governing Board
FROM: Brian Kauffman, Facilities Director BCK
THRU: David Still, Executive Director DS
Joe Flanagan, Director of Land Acquisition and Management JF
DATE: March 15, 2010
RE: R. O. Ranch Equestrian Park Monthly Activity Report

The R. O. Ranch Board of Directors held a workshop on March 4 at District headquarters in Live Oak to discuss park operations after the new facilities are complete. The regularly-scheduled Board of Directors meeting was held immediately following the workshop.

On February 1, 2010, the District issued a Request for Proposals (RFP) to lease a cellular communication tower site in the Cooks Hammock region of Lafayette County. Two companies submitted proposals by the March 4 deadline. The selection committee ranked the American Tower Incorporated proposal as number one. At the April Governing Board meeting, staff will be requesting Governing Board approval to start negotiations with American Tower

Also on February 1, the District issued a Request for Proposals (RFP) to construct an outdoor arena at the park. Two proposals were received by the March 4 deadline. After reviewing the proposals, the selection committee felt additional information was needed before ranking the proposals. Staff has requested additional information from the proposers and scheduled a meeting with each firm onsite at the park. Staff plans to make a recommendation to the Governing Board at the May meeting.

Work on the visitor center continues in between rain showers. Subcontractors are installing the rock on the fireplace and painting the porch ceiling. The large wooden doors were received last week, and windows are expected to be delivered this week.

The District's attorney has completed the bathhouse contract, and staff sent it to McInnis Construction for execution. The contractor is checking with suppliers to see if the material prices will remain the same.

The District's inmate crew worked at the Holton Creek Tract in Hamilton County. Over 360 feet of three-rail wooden fence was installed around a new parking lot designed for horse trailers.

gal

cc: Charles H. Houder III, Assistant Executive Director
023-00010